

# UNOFFICIAL COPY

**PREPARED BY AND WHEN  
RECORDED MAIL TO:**

Pamela J. Sandborg, Esq.  
Levenfeld Pearlstein, LLC  
400 Skokie Boulevard  
Suite 800  
Northbrook, Illinois 60062



\*1827522015\*

Doc# 1827522015 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/02/2018 02:16 PM PG: 1 OF 4

**AMENDMENT NO. 1 TO MORTGAGE  
215 CHESTNUT, LLC**

Amendment No. 1 to Mortgage (this "Amendment") dated as of September 19, 2018, made by **215 CHESTNUT, LLC** ("Mortgagor") in favor of The Northern Trust Company ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage dated October 24, 2014, which was recorded on November 4, 2014, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 1430834096, as amended from time to time (collectively, the "Mortgage"). Mortgagor has requested Mortgagee to modify Mortgagee's existing financing to Mortgagor. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. The definition of the "Note" in Paragraph 1 of the Mortgage is amended to read as follows:

"Note" means, individually and collectively, (i) the Amended and Restated Term Note dated as of September 19, 2018, executed by Mortgagor in favor of Mortgagee in the original principal amount of \$23,000,000.00, as amended, restated, renewed or replaced from time to time; and (ii) the Amended and Restated Term Note dated as of September 19, 2018, executed by 640 W. Sheridan (Chicago), LLC in favor of Mortgagee in the original principal amount of \$12,000,000.00, as amended, restated, renewed or replaced from time to time.

2. The reference to "FORTY MILLION TWO HUNDRED THOUSAND DOLLARS (\$40,200,000.00)" in the last sentence of Paragraph 3 of the Note is amended to read "SEVENTY MILLION DOLLARS (\$70,000,000.00)".

3. The following new paragraph 8(p) is added to the Mortgage:

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(p) Any default or event of default (however such terms are defined) shall occur under any agreement, document or instrument given by 640 W. Sheridan (Chicago), LLC to Mortgagee and such default or event of default shall continue after the expiration of any applicable notice and/or cure periods.

4. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

5. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

MORTGAGOR:

215 CHESTNUT, L.L.C, an Illinois limited liability company

By: 

Print Name: William H. O'Kane

Title: Manager

State of Illinois }  
County of \_\_\_\_\_ } SS.

I, \_\_\_\_\_, a Notary Public in and for said County, DO HEREBY CERTIFY that William H. O'Kane, who is personally known to (or was adequately identified to me) me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that (s)he signed, sealed and delivered the said instrument as his(her)(their) free and voluntary act, and the free and voluntary act of 215 Chestnut, LLC, as indicated above, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

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(p) Any default or event of default (however such terms are defined) shall occur under any agreement, document or instrument given by 640 W. Sheridan (Chicago), LLC to Mortgagee and such default or event of default shall continue after the expiration of any applicable notice and/or cure periods.

4. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

5. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

MORTGAGOR:

215 CHESTNUT, LLC, an Illinois limited liability company

By: [Signature]

Print Name: William H. O'Kane

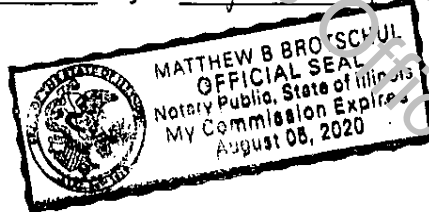
Title: Manager

State of Illinois }  
County of Cook } SS.

I, Matthew Broschul, a Notary Public in and for said County, DO HEREBY CERTIFY that William H. O'Kane, who is personally known to (or was adequately identified to me) me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that (s)he signed, sealed and delivered the said instrument as his(her)(their) free and voluntary act, and the free and voluntary act of 215 Chestnut, LLC, as indicated above, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of September, 2018.

[Signature]  
NOTARY PUBLIC



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## EXHIBIT A LEGAL DESCRIPTION

LOT 59 AND THE WEST 15 FEET 11 AND 3/8 INCHES OF LOT 58 (EXCEPT THE SOUTH 8 FEET OF SAID LOTS TO BE DEDICATED FOR AN ALLEY), IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-03-227-003-0000

COMMONLY KNOWN AS 215 EAST CHESTNUT, CHICAGO, IL