

UNOFFICIAL COPY

Doc#: 1831919249 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/15/2018 11:51 AM Pg: 1 of 8

PREPARED BY:

David E. Woods
Jones Day
77 West Wacker
Chicago, Illinois 60601

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

WELLS FARGO BANK, NATIONAL ASSOCIATION
Hospitality Finance Group (AU# 64277)
1750 H Street NW, Suite 550
Washington, DC 20006
Attention: Jennifer A. Dakin

(Space Above For Recorder's Use)

FIRST AMENDMENT TO FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THE PARTIES TO THIS FIRST AMENDMENT TO FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), made as of November 14, 2018, are MHF EVANSTON V LLC, a Delaware limited liability company having an address at c/o Magna Hospitality Group, 300 Centerville Road, Suite 300 East, Warwick, RI 02886 ("Evanston Borrower"), and MHF EVANSTON OPERATING V LLC, a Delaware limited liability company having an address at c/o Magna Hospitality Group, 300 Centerville Road, Suite 300 East, Warwick, RI 02886 ("Evanston Operating Lessee"), and together with Borrower, collectively, "Mortgagors"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Mortgagee"), having an address at 1750 H Street NW, Suite 550, Washington, DC 20006. This is not a novation.

RECITALS

- A. Evanston Borrower, MHF Houston V LLC, a Delaware limited liability company ("Houston Borrower"), MHF Denver V LLC, a Delaware limited liability company

UNOFFICIAL COPY

(“Denver Borrower”; and together with Evanston Borrower and Houston Borrower, individually and collectively, “Borrower”), Evanston Operating Lessee, MHF Houston Operating V LLC, a Delaware limited liability company (“Houston Operating Lessee”), MHF Denver Operating V LLC, a Delaware limited liability company (“Denver Operating Lessee”; and together with Evanston Operating Lessee and Houston Operating Lessee, individually and collectively, “Operating Lessee”), and Mortgagee, previously executed a Loan Agreement, dated December 15, 2016 (the “Existing Loan Agreement”), as amended by that certain First Amendment to Loan Agreement and Omnibus Amendment to Loan Documents, dated as of the date hereof (the “First Amendment”, and together with the Existing Loan Agreement, as the same may be further amended, restated or replaced from time to time, collectively, the “Loan Agreement”), whereby Mortgagee made a loan to Borrower in the original maximum principal amount of SIXTY-EIGHT MILLION EIGHT HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY-ONE AND NO/100 DOLLARS (\$68,878,421) (the “Loan”). The Loan is secured by, among other things, that certain Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of December 15, 2016, made by Mortgagors, for the benefit of Mortgagee, and recorded on December 22, 2016, in the real property records of the Clerk’s Office of Cook County, Illinois (the “Official Records”), as Instrument No. 1635722026 (the “Original Security Instrument”), encumbering Mortgagors’ interest in and to the real property described on Exhibit A attached hereto (the “Real Property”).

- B. Mortgagee has agreed to extend the Maturity Date of the Loan, as described in and pursuant to the terms of the First Amendment. The Loan is evidenced by that certain Promissory Note Secured by Security Instrument, dated as of December 15, 2016 (as the same may be amended, restated or replaced from time to time, the “Note”), made by Borrower and payable to the order of Mortgagee and is further evidenced or will be evidenced by the documents described in the Loan Agreement as the “Loan Documents”. The Note is secured by, among other things, the Original Security Instrument, as amended by this Amendment (as so amended, and as hereafter further amended, restated or replaced from time to time, collectively, the “Security Instrument”).

NOW, THEREFORE, Mortgagors and Mortgagee agree as follows:

AGREEMENT

1. **REFERENCES.** Wherever used in the Loan Documents, including the Security Instrument: (a) the term “Loan Agreement” shall mean and refer to the Loan Agreement, and (b) all references to the “Security Instrument” shall include the Security Instrument.
2. **MATURITY DATE.** The reference to the Maturity Date in Section 1.19(d) of the Security Instrument is hereby replaced in its entirety with the following:

“(d) Maturity Date. The initial maturity date of all sums due and owing under the Loan Agreement and the other Loan Documents is December 15, 2021, which maturity

UNOFFICIAL COPY

date may be extended to December 15, 2023, in accordance with the terms of the Loan Agreement.”

3. **INCORPORATION.** This Amendment is made upon all of the terms, covenants and agreements of the Security Instrument, as applicable, which are incorporated herein by reference, and the provisions contained herein shall have the same effect as if such provisions were originally included in the Security Instrument, as applicable. Mortgagors hereby reaffirm and ratify all of the terms and provisions of the Security Instrument, and except as supplemented and amended hereby or by instruments previously executed, all of the terms, covenants and agreements of the Security Instrument remain unchanged, and as supplemented and amended they continue in full force and effect.
4. **LIMITATION ON AMENDMENT.** Except as modified herein, all of the terms and provisions of the Security Instrument shall remain in full force and effect and are hereby ratified and confirmed.
5. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Signatures Follow on Next Page]


UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagors and Mortgagee have caused this Amendment to be duly executed and delivered as of the day and year set forth above.

MORTGAGORS:

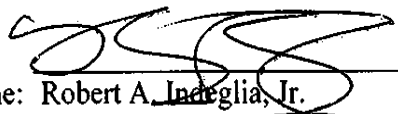
EVANSTON BORROWER:

MHF EVANSTON V LLC,
a Delaware limited liability company

By: 
Name: Robert A. Indeglia, Jr.
Its: President, Chief Executive Officer
and Secretary

EVANSTON OPERATING LESSEE:

MHF EVANSTON OPERATING V LLC,
a Delaware limited liability company

By: 
Name: Robert A. Indeglia, Jr.
Its: President, Chief Executive Officer
and Secretary

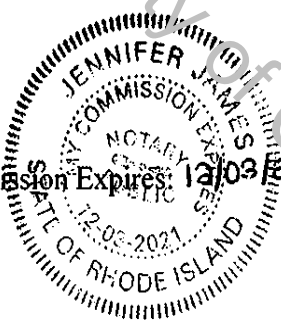
UNOFFICIAL COPY

ACKNOWLEDGEMENT

STATE OF RHODE ISLAND)
) ss.:
 COUNTY OF KENT)

On the 12th day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Indeglia, Jr., the President, Chief Executive Officer and Secretary of MHF EVANSTON V LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: 12/03/21



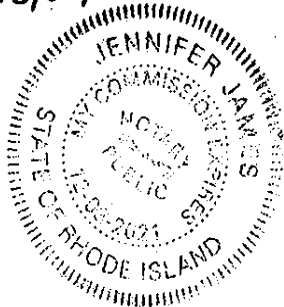
Jennifer James
 Notary Public

ACKNOWLEDGEMENT

STATE OF RHODE ISLAND)
) ss.:
 COUNTY OF KENT)

On the 12th day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Indeglia, Jr., the President, Chief Executive Officer and Secretary of MHF EVANSTON OPERATING V LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity; and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: 12/03/21



Jennifer James
 Notary Public

UNOFFICIAL COPY

MORTGAGEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: *Jennifer Dakin*
Name: Jennifer Dakin
Its: Senior Vice President

ACKNOWLEDGEMENT

STATE OF District of)
Columbia) ss.:
COUNTY OF)

On the 13 day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Jennifer Dakin, the Senior Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity; and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Theresa J. Walker
Notary Public

Theresa J. Walker
Notary Public, District of Columbia
My Commission Expires 12/14/2018

My Commission Expires:



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 5 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS

PIN: 11-18-117-005-0000

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 5, 2000 AND RECORDED JUNE 13, 2000 AS DOCUMENT 00432325 FROM THE CITY OF EVANSTON, ILLINOIS TO EVANSTON HOTEL ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE FOLLOWING DESCRIBED EASEMENTS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF: (I) AN EASEMENT FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THE CITY PROPERTY DESCRIBED IN EXHIBIT A ATTACHED TO SAID INSTRUMENT ("THE PEDESTRIAN EASEMENT AREA"), (II) AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THE CITY PROPERTY DESCRIBED ON EXHIBIT B ATTACHED TO SAID INSTRUMENT ("THE ACCESS EASEMENT AREA"), (III) AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THE CITY PROPERTY DESCRIBED ON EXHIBIT C ATTACHED TO SAID INSTRUMENT ("THE DROP-OFF LANE EASEMENT AREA"), (IV) AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF A PORTE COCHERE OVERHANG OVER AND ABOVE A PORTION OF THE CITY PROPERTY DESCRIPTION ON EXHIBIT D ATTACHED TO SAID INSTRUMENT ("THE PORTE COCHERE EASEMENT AREA") OVER THE PORTIONS OF LAND DESCRIBED IN SAID INSTRUMENT.

PIN: 11-18-117-005-0000

UNOFFICIAL COPY

PARCEL 3:

A LEASEHOLD ESTATE IN AND TO THE FOLLOWING DESCRIBED PROPERTY BY VIRTUE OF THAT CERTAIN AMENDED AND RESTATED HOTEL PARKING LEASE DATED JANUARY 26, 2000, BY AND BETWEEN THE CITY OF EVANSTON (LANDLORD) AND AHC EVANSTON LLC (TENANT), AS ASSIGNED TO EVANSTON HOTEL ASSOCIATES, LLC, AS EVIDENCED BY MEMORANDUM OF AMENDED AND RESTATED HOTEL PARKING LEASE, RECORDED JUNE 13, 2000, AS DOCUMENT 00432327, COOK COUNTY, ILLINOIS, AS AFFECTED BY ASSIGNMENT OF AMENDED AND RESTATED HOTEL PARKING LEASE, BY AND BETWEEN EVANSTON HOTEL ASSOCIATES, LLC, AND MHF EVANSTON OPERATING V LLC, RECORDED DECEMBER 22, 2016, AS DOCUMENT 1635722024, COOK COUNTY, ILLINOIS:

LOT 4 OF THE CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

PIN: 11-18-117-016-0000

Property Address:
1804 and 1818 Maple Avenue
Evanston, IL 60201