

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING SHOULD  
RETURNED TO:

Stephen M. Alderman, Esq.  
GARFIELD & MEREL, LTD.  
TWO PRUDENTIAL PLAZA, 180 N. STETSON  
SUITE 1300  
CHICAGO, IL 60601



Doc# 1833034086 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/26/2018 04:15 PM PG: 1 OF 5

## FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

This First Modification of Mortgage and Security Agreement and Assignment of Rents and Leases dated as of November 15, 2018 is entered into by and between 6 WEST L.L.C., an Illinois limited liability company ("Borrower") and OLD SECOND NATIONAL BANK, and its successors and assigns ("Lender")

### RECITALS:

WHEREAS, Lender is the holder of a Promissory Note issued by Borrower in the original amount of \$6,500,000.00 dated May 17, 2018 as amended by First Amendment to Promissory Note dated as of even date herewith ("Note"); and

WHEREAS, the Note is secured by, among other things, the following "Security Documents" executed by Borrower:

- A. Mortgage, Security Agreement, Fixture Filing and Assignment Of Leases and Rents ("Mortgage") dated May 17 2018 and recorded with the Cook County Recorder May 23, 2018 as Document No. 1814319020 on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein;
- B. Assignment of Rents and Leases ("Assignment of Rents") May 17, 2018 and recorded with the Lake County Recorder May 23, 2018 as Document No. 1814319021 on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein

The above documents are hereinafter jointly referred to as the "Security Documents."

WHEREAS, the parties wish to amend the Security Documents as described herein:

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

18SA4527296LFE  
MTM 1Q1

Handwritten initials "RB" and a small mark below.

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1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth. All terms defined in the Security Documents and not otherwise defined herein shall have the same definitions as in the Security Documents when used herein.

2. The amount of the Note is acknowledged to be increased to \$12,500,000.00 and the Note as so amended and such amount is secured by the Security Documents along with all other amounts described therein.

3. The Maturity Date of the Note has been extended to November 15, 2025.

4. The parties hereto intend this instrument to operate as a modification of the Security Documents and do not intend that a new mortgage or assignment of rents be created hereby.

5. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Security Documents, except as specifically stated herein, and such Security Documents shall otherwise remain in full force and effect and by the execution hereof Borrower reaffirms each and all of the representations, warranties, obligations, covenants and agreements of Borrower set forth in the Security Documents.

6. In the event of a conflict or inconsistency between this Agreement and the Security Documents, the terms herein shall supersede and govern.

SIGNATURES APPEAR ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases as of the day and year first above written.

BORROWER:

6 WEST L.L.C., an Illinois limited liability company

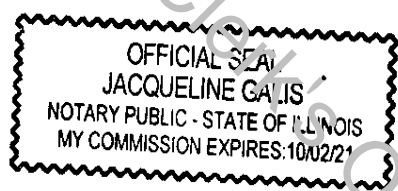
By: [Signature]  
Name: MARCEL SCHWARTZ  
Title: MANAGER

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, Jacqueline Galis a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARC H. Schwartz, the Manager of 6 WEST L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15<sup>th</sup> day of November, 2018.

[Signature]  
Notary Public



LENDER:

OLD SECOND NATIONAL BANK

By: [Signature]  
Name: JAMES WAGNER  
Its: SENIOR VICE PRES.

STATE OF )  
 ) SS.  
COUNTY OF )

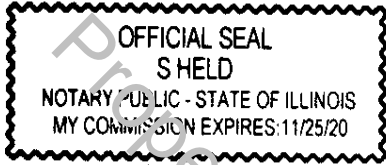
I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid, do hereby certify that JAMES F. WAGNER, the SENIOR VICE PRES. of Old Second National Bank,

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personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the above named entity for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of Nov, 2018.

S. Held  
Notary Public



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## EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN BLOCK 8 IN WOLCOTT'S ADDITION TO CHICAGO IN COOK COUNTY, ILLINOIS SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 13 IN KINZIE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6 West Hubbard Street, Chicago, IL

PERMANENT INDEX NUMBER: 17-09-255-025-0000 and 17-09-255-026-0000