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***This Document Prepared By And
When Recorded Return To:***

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Doc#: 1907449164 Fee: \$62.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 03/15/2019 10:32 AM Pg: 1 of 8

For Recorder's Use Only

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "**Modification**"), made as of March 6, 2019, by and between DEARBORN STREET BUILDING ASSOCIATES, L.L.C., an Illinois limited liability company ("**Dearborn Street**"), and STONE STREET PARTNERS, LLC, an Illinois limited liability company ("**Stone Street**," together with Dearborn Street, collectively, "**Mortgagor**") whose principal place of business is 1343 N. Wells, Chicago, Illinois, and LIBERTYVILLE BANK & TRUST COMPANY ("**Mortgagee**"), whose principal place of business is 507 N. Milwaukee, Libertyville, Illinois.

WITNESSETH:

THAT WHEREAS, on or about December 18, 2001, Mortgagee and Mortgagor executed that certain: (i) Revolving Credit Note, dated December 18, 2001 (the "**Original Revolving Note**"), in favor of Lake Forest Bank & Trust Company ("**LFBT**") and Term Loan Note, dated December 18, 2001 (the "**Original Term Note**," together with the Original Revolving Note, collectively, the "**Original Notes**") in favor of LFBT; and

WHEREAS, the Original Notes were secured by, inter alia, that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement, dated December 18, 2001 (the "**Original Stone Street Mortgage**") by Stone Street in favor of LFBT encumbering, inter alia, the Premises (as hereinafter defined) and recorded with the Cook County Recorder of Deeds on December 21, 2001 as Document No. 0011219019; and

WHEREAS, the Original Notes were additionally secured by, inter alia, that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement, dated December 18, 2001 (the "**Original Dearborn Street Mortgage**," together with the Original Stone Street Mortgage, collectively, the "**Original Mortgage**") by Dearborn Street in favor of LFBT encumbering, inter alia, the Premises and recorded with the Cook County Recorder of Deeds on December 21, 2001 as Document No. 0011219010; and

WHEREAS, the terms of the Original Mortgages have been modified on certain occasions; and

WHEREAS, on or about November 30, 2017, LFBT and Mortgagee entered into that certain Note Sale Agreement, dated November 30, 2017 (the "**Note Sale Agreement**"), whereby the Original Notes (and all documents relating thereto) were transferred in favor of Mortgagee; and

WHEREAS, to effectuate the terms of the Note Sale Agreement, the Original Mortgage (together with all amendments thereto) was assigned in favor of Mortgagee pursuant to that certain Assignment of Mortgage; and

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WHEREAS, on or about November 30, 2017, Rush Oak, L.L.C., an Illinois limited liability company and Mortgagor (collectively, "**Borrower**") and Mortgagee executed that certain Amended and Restated Loan Agreement, dated November 30, 2017 (the "**Loan Agreement**"), the terms and provisions of which are incorporated herein by reference, providing for: (i) a term loan from Mortgagee to Borrower in the amount of TWENTY MILLION AND NO/100THS DOLLARS (\$20,000,000.00) (the "**Term Loan**"), evidenced by that certain Amended and Restated Term Note, dated November 30, 2017 (which is an amendment and restatement of the Original Term Note), in the amount of TWENTY MILLION AND NO/100THS DOLLARS (\$20,000,000.00) (the "**Term Note**") and (ii) a revolving loan from Mortgagee to Borrower in the amount of TEN MILLION AND NO/100THS DOLLARS (\$10,000,000.00) (the "**Revolving Loan**," together with the Term Loan, collectively, the "**Loans**"), evidenced by that certain Amended and Restated Revolving Note, dated November 30, 2017 (which is an amendment and restatement of the Original Revolving Note), in the amount of TEN MILLION AND NO/100THS DOLLARS (\$10,000,000.00) (the "**Revolving Note**," together with the Term Note, collectively, the "**Notes**"); and

WHEREAS, to properly collateralize Borrower's obligations in favor of Mortgagee, Mortgagor and Mortgagee (to partially amend and restated the Original Mortgage) entered into that certain Amended and Restated Mortgage, dated November 30, 2017 (the "**Mortgage**"), recorded with the Cook County Recorder of Deeds on December 12, 2017 as Document No. 1734639109 and encumbering that certain real property commonly known as and more accurately legal described on Exhibit A (the "**Original Premises**"); and

WHEREAS, on the date hereof, Borrower and Mortgagee, inter alia, entered into that certain Loan Modification Agreement, dated of even date herewith (the "**Modification Agreement**"), whereby the parties agreed, inter alia, to: (i) increase the amount of the Term Loan, (ii) cause Mortgagor to pledge additional real property to secure the Loan and (iii) add 1443 Astor, LLC, an Illinois limited liability company ("**Astor LLC**") as a co-borrower; and

WHEREAS, to ensure that the Mortgage collateralizes the increase to the Term Loan, add Astor LLC as a co-borrower and correct a typographical error in the Mortgage, Mortgagee and Mortgagor have agreed to modify the Mortgage, as more specifically set forth herein.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Modification of Mortgage: The Mortgage is hereby modified as follows:
 - a. The principal amount of the Term Loan has increased by THREE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$3,750,000.00).
 - b. The definition of the Premises in the Mortgage shall refer (not to the Original Premises) but to that certain Revised Premises set forth on Exhibit B attached hereto. This is a correction of a typographical error in the Mortgage.
 - c. The definition of "Borrower" in the Mortgage shall include Rush Oak, L.L.C., an Illinois limited liability company, Astor LLC and Mortgagor.
 - d. The maximum principal amount secured by the Mortgage shall not exceed \$50,000,000.00.
2. Incorporation of the Modification Agreement: The terms of the Modification Agreement are incorporated herein by reference.
3. Continuing Validity of the Mortgage: Except as expressly modified above, the terms of the Mortgage shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms. This Modification shall serve to incorporate and reaffirm the terms of the Mortgage (as modified herein) and its effect on the Premises (as defined herein). Consent by Mortgagee to this Modification does not waive

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Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any future modifications.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Mortgagor has caused this Modification of Mortgage to be executed as of the day and year first above written.

STONE STREET PARTNERS, LLC,
 an Illinois limited liability company, BY PBBS, INC

By: Brian Farley
 Name: _____
 Its: Auth. Rep.

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

STONE

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that BRIAN FARLEY, as the Authorized Signatory of Stone Street Partners, LLC, an Illinois limited liability company, personally known to me to be the Authorized Signatory as aforesaid, and is the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5 day of March, 2019.

Lesley A. Belt
 NOTARY PUBLIC
 My Commission Expires:
10/03/21



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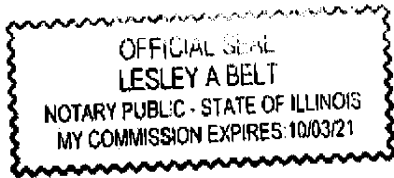
DEARBORN STREET BUILDING ASSOCIATES, L.L.C.,
an Illinois limited liability company, *BY PBBS, INC.*

By: *Brian Farley*
Name: _____
Its: *Auth. Rep.*

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that *BRIAN FARLEY*, as *Auth. Rep.* of DEARBORN STREET BUILDING ASSOCIATES, L.L.C., an Illinois limited liability company, 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 to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *5* day of *March* 2019.



Lesley A. Belt
NOTARY PUBLIC

My Commission Expires:
10/03/21

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IN WITNESS WHEREOF, Mortgagee has caused this Modification of Mortgage to be executed as of the day and year first above written.

LIBERTYVILLE BANK & TRUST COMPANY

By: [Signature]
Its: Vice President

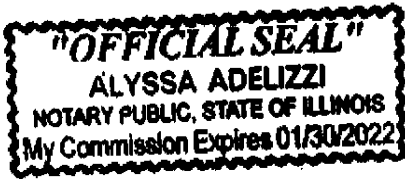
STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Colin Macquardt, the Vice President of LIBERTYVILLE BANK & TRUST COMPANY, 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 to me that he signed and delivered the said instrument as his own free and voluntary act and for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of March, 2019.



Alyssa Adelizzi
NOTARY PUBLIC

My Commission Expires:

1/30/2022

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EXHIBIT A

THE PREMISES – LEGAL DESCRIPTION

LOT 3 IN THE ASSESSORS DIVISION OF BLOCK 39 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10,
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

CKA: 9 E. HURON, CHICAGO, ILLINOIS

PIN: 17-10-107-004

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EXHIBIT B

THE CORRECTED PREMISES-LEGAL DESCRIPTION

THE EAST 1/2 OF LOT 7 IN D.C. JUDSON'S SUBDIVISION OF SUBLOT 3 OF ASSESSOR'S DIVISION OF LOT 1, IN LAPIN AND OTHERS SUBDIVISION OF BLOCK 23, IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
CKA: 15 E. PEARSON, CHICAGO, ILLINOIS
PIN: 17-03-229-004-0000

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