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\*1911434102\*

Doc# 1911434102 Fee \$56.00

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

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/24/2019 03:48 PM PG: 1 OF 10

Property of Cook County Clerk's Office

This instrument prepared by  
and when recorded return to:  
Maribel Mata Benedict  
Assistant Corporation Counsel  
City of Chicago  
Office of Corporation Counsel  
Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602

## FIRST AMENDMENT TO JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

18012478 LFE  
2017 a LND

THIS FIRST AMENDMENT TO JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "First Amendment") is made as of this 24th day of April, 2019, by Chicago Land and Title Company, an Illinois Corporation with its offices at 10 South LaSalle Street, Chicago, Illinois 60603, as successor Trustee to LaSalle National Trust, N.A., not

CTT.  
JA

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personally, but solely as trustee (the "Trustee") under a Trustee Agreement dated December 9, 1994 and known as Trust Number 119238 (the "Land Trust"), and Midwest Limited Partnership, an Illinois limited partnership (the "Beneficiary") (the Trustee and the Beneficiary are collectively referred to herein as the "Mortgagor"), to the City of Chicago, Illinois together with its successors and assigns, having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602 ("Mortgagee").

All capitalized terms, unless defined herein, shall have the same meanings as are set forth in that certain Housing Loan Agreement dated September 1, 1995 between Mortgagor and Mortgagee (herein as the same may be amended, supplemented or restated from time to time called the "Loan Agreement").

## RECITALS

**WHEREAS**, on September 26, 1995, the Mortgagee made a loan of Multi-Family Program Funds to Mortgagor, as described below (the "Loan"), for the financing of a portion of the costs of the acquisition of real estate generally located at 6 North Hamlin Boulevard, Chicago Illinois as legally described and incorporated herein as Exhibit A (the "Property") and rehabilitation of the Property and the development on the Property of a building containing approximately 276 studio units of affordable housing known as "Midwest Apartments" (the "Project"), subject to the terms and conditions of the Loan Agreement; and

**WHEREAS**, the Loan is evidenced by the note dated September 26, 1995 between the Mortgagor and Mortgagee in the principal amount of \$7,455,412 (the "Note"); and

**WHEREAS**, the Note was secured by, among other things, that certain Junior Mortgage Security Agreement and Financing Statement (as it may be amended, modified or supplemented from time to time, including by this First Amendment, the "Mortgage") dated as of September 1, 1995 made by the Mortgagor in favor of the Mortgagee and recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 26, 1995, as Document No. 95652456. Together, the Loan Agreement, the Note, the Mortgage, including this First Amendment, and any collateral security instruments required by the Mortgagee are herein collectively referred to as the "Loan Documents"; and

**WHEREAS**, the Mortgage is subordinate to that certain first mortgage from the Mortgagor to Community Investment Corporation, an Illinois not for profit corporation ("CIC") recorded with the Recorder's Office as Document No. 95652455 securing a loan in the original principal amount of \$1,000,000 (the "Existing CIC Mortgage"); and

**WHEREAS**, the Mortgagor has secured additional financing from CIC in the amount of \$570,000 to make certain repairs to the Project and to repay the outstanding indebtedness secured by the Existing CIC Mortgage (the "New Senior Loan") evidenced by a note dated April 9, 2019 and secured by that certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents (the "New Senior Mortgage") dated as of April 9, 2019; and

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**WHEREAS**, the Mortgagee has agreed to subordinate the lien to its Mortgage to the lien of CIC and the rights of CIC thereunder and under such other documents which evidence the New Senior Loan; and

**WHEREAS**, the Mortgagor and Mortgagee now desire to amend the Mortgage as set forth below.

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

## AGREEMENT

1. Recitals. The Recitals stated above are incorporated as a part of this First Amendment.

2. Closing Conditions. The effectiveness of this First Amendment is subject to the covenants and agreements contained herein, including, but not limited to (a) the execution of this First Amendment by all parties and the recording of this First Amendment; (b) the delivery to the Mortgagee of completed Economic Disclosure Statement(s) in the Mortgagee's then current form as required by the Mortgagee; and (c) the delivery by Mortgagor to the Mortgagee of a date down endorsement to lender's title insurance policy 18012478LFE in the most recently revised ALTA or equivalent form, (i) showing the Mortgagee as the insured, and (ii) noting the recording of this First Amendment as an encumbrance against the Property.

3. Subordination. Mortgagor and Mortgagee hereby agree that Section 33 of the Mortgage shall be deleted and replaced in its entirety to read as follows:

“(33) Junior Mortgage. This is a junior mortgage on the Premises and is subject and subordinate in each and every respect to any and all rights of any kind created by that certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents dated April 9, 2019, from Mortgagor to Senior Lender and Recorded prior hereto in the Office of the Cook County Recorder of Deeds (“Senior Mortgage”), securing a note of even date therewith in the principal amount of \$570,000 in favor of Senior Lender (the “Senior Note”), as evidenced by that certain Construction Loan Agreement between the Mortgagee and the Senior Lender (the “Senior Loan Agreement” and together with the Senior Mortgage, the Senior Note and any collateral security instruments required by the Senior Lender (the “Senior Loan Documents”).

So long as the Senior Mortgage is in effect, in the event of any conflict between the provisions of this Mortgage and the Senior Mortgage, the provisions of the Senior Mortgage shall prevail. Any waiver or forbearance

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buy the Senior Lender under the Senior Loan Documents shall not impair the priority of its lien under the Senior Loan Documents. Notwithstanding any other provision herein to the contrary, the failure by Mortgagor to provide to Mortgagee any dollar amounts or any documents as may be required herein because such amounts or documents are required to be deposited with Senior Lender pursuant to the provisions of the Senior Mortgage shall not be deemed an "Event of Default" hereunder; provided, however, that Mortgagor shall promptly provide to Mortgagee written notice of the deposit of such amounts or documents with Senior Lender (together with copies of such documents). Notwithstanding any other provision herein to the contrary, the failure by Mortgagor to comply with any provision hereof (other than the payment of amounts or the provision of documents to Mortgagee) due to conflict between the provisions of the Senior Mortgage and the provisions hereof shall not be deemed an "Event of Default" hereunder; provided, however, that Mortgagor shall promptly provide to Mortgagee written notice of such conflict and of the actions taken by Mortgagor pursuant to the Senior Mortgage."

4. Ratification of Mortgage and Capitalized Terms. Except as provided herein, each and every term and condition contained in the Mortgage shall remain in full force and effect and is hereby ratified and confirmed.

5. Entire Agreement; Amendment and Waiver. This First Amendment contains the complete and entire agreement between the parties. This First Amendment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by written agreement signed by all parties.

6. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

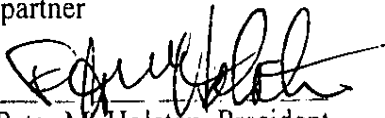
7. Execution in Counterparts. This First Amendment may be executed in counterparts and all counterparts shall be construed together and shall constitute one agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on or as the day and year first above written.

MIDWEST LIMITED PARTNERSHIP,  
an Illinois limited partnership and owner of 100% of the beneficial interest in the Land  
Trust

By: Holsten Real Estate Development Corporation, an Illinois corporation and its  
general partner

By:   
Peter M. Holsten, President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY,  
Not personally but solely as successor trustee to  
LaSalle National Trust, N.A., as trustee under  
Trust Agreement dated December 4, 1994 and  
known as Trust No. 119238

By:   
Name: **KELSA WYZKOWSKI**  
Its: **VICE PRESIDENT**



CITY OF CHICAGO, an Illinois municipal corporation

By: \_\_\_\_\_  
David L. Reifman  
Title: Commissioner, Department of Planning and Development

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on or as the day and year first above written.

MIDWEST LIMITED PARTNERSHIP,  
an Illinois limited partnership and owner of 100% of the beneficial interest in the Land Trust

By: Holsten Real Estate Development Corporation, an Illinois corporation and its general partner

By: \_\_\_\_\_  
Peter M. Holsten, President

CHICAGO TITLE LAND TRUST COMPANY,  
Not personally but solely as successor trustee to LaSalle National Trust, N.A., as trustee under Trust Agreement dated December 4, 1994 and known as Trust No. 119238

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF CHICAGO, an Illinois municipal corporation

By: \_\_\_\_\_  
David L. Reifman  
Title: Commissioner / Department of Planning and Development

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STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforementioned, DO HEREBY CERTIFY that KELIA WYZKOWSKI, personally known to me to be **VICE PRESIDENT** of CHICAGO TITLE LAND TRUST COMPANY, and 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 as such \_\_\_\_\_ he signed and delivered the said instrument pursuant to authority given by said Agency as his free and voluntary act and as the free and voluntary act and deed of said Agency, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24<sup>th</sup> day of April, 2019



Rachel Huising  
Notary Public

SEAL

Office of Cook County Clerk's Office

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STATE OF ILLINOIS  
COUNTY OF COOK

I, N. Clay, a Notary Public in and for said County, in the State  
aforementioned, DO HEREBY CERTIFY that Peter M. Holsten, personally known to me to be  
President of Holsten Real Estate Development Corporation, an Illinois corporation and the General  
Partner of Midwest Limited Partnership, an Illinois limited partnership, and 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 as such President he signed and delivered the said instrument  
pursuant to authority given by said Agency as his free and voluntary act and as the free and voluntary  
act and deed of said Agency, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23 day of April, 2019



Notary Public

SEAL



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STATE OF ILLINOIS  
COUNTY OF COOK

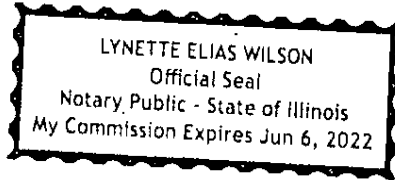
I, LYNETTE ELIAS WILSON a Notary Public in and for said County, in the State aforementioned, DO HEREBY CERTIFY that David L. Reifman, personally known to me to be Commissioner of the Department of Planning and Development, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner he signed and delivered the said instrument pursuant to authority given by said Agency as his free and voluntary act and as the free and voluntary act and deed of said Agency, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24<sup>th</sup> day of April, 2019

Lynette Elias Wilson

Notary Public

SEAL



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## Exhibit A

### **PARCEL 1:**

THE WEST 110 FEET OF THE SOUTH 125 FEET OF LOT 5 IN RUNYAN AND CURTIS' SUBDIVISION OF THE EAST 5 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 LYING SOUTH OF LAKE STREET OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### **PARCEL 2:**

LOTS 6,7,8,9, AND 10 IN BLOCK 4 IN S.L. BROWN'S SUBDIVISION OF BLOCKS 1,2,3 AND 4 OF S.L. BROWN'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### **PARCEL 3:**

LOT 10 (EXCEPT THAT NORTH 10 FEET THEREOF), IN BLOCK 4 IN EVANS AND OTHER SUBDIVISION OF BLOCKS 1, 2, 3, AND 4, IN OSBORNE'S SUBDIVISION OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF THAT PART LYING SOUTH OF LAKE STREET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4, OF SECTION 11 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### **PARCEL 4:**

THE NORTH 33 FEET OF THE SOUTH 155 FEET OF LOT 5 (EXCEPT THAT PART THEREOF CONVEYED TO THE CITY OF CHICAGO, BY DEED DATED AUGUST 12, 1893; AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, JULY 7, 1894, AS DOCUMENT NUMBER 2070355, IN BOOK 4908; PAGE 290) IN RUNYAN AND CURTIS' SUBDIVISION OF THE EAST 5 ACRES OF THAT PART LYING SOUTH OF LAKE STREET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Number(s):      16-11-312-027-0000  
                                  16-11-312-032-0000  
                                  16-11-312-033-0000  
                                  16-11-312-034-0000

Real Estate Address(es):      6 North Hamlin Boulevard, Chicago, IL 60624