

# UNOFFICIAL COPY

Doc#: 1913355257 Fee: \$78.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 05/13/2019 11:16 AM Pg: 1 of 4

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

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

**AMENDMENT NO. 1 TO COMMERCIAL MORTGAGE  
TBS ROSCOE II, LLC**

Amendment No. 1 to Commercial Mortgage dated as of May 10, 2019, made by TBS ROSCOE II, LLC, an Illinois limited liability company ("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 the certain Commercial Mortgage dated February 13, 2014, which was recorded on March 5, 2014, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 1406434045, 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 promises 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. Section 3(a) of the Mortgage is amended to read as follows:

(a) Payment of the indebtedness evidenced by the Note executed by TBS Roscoe II, LLC, an Illinois limited liability company, as amended, restated, renewed or replaced from time to time (the "Note"), in the face principal amount of **\$3,700,000.00**, including without limitation principal and interest, future advances thereunder, and performance of all obligations thereunder; and

2. The reference to "\$2,880,000.00" in Section 3(d) of the Mortgage is amended to read "\$3,700,000.00".

3. A new Section 3(e) is added to the Mortgage as follows:

(e) payment of any obligations to Mortgagee or any Mortgagee Affiliate under or in connection with Rate Protection Agreements. For purposes of this Section, "Rate Protection Agreement(s)" means, in each case if entered into with Mortgagee or any Mortgagee Affiliate,

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any agreement or understanding: (i) pertaining to rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transaction of any combination of any of the foregoing (including any options to enter into any of the foregoing); or (ii) which is any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, together with any related schedules and confirmations thereunder.

4. The reference to "\$5,760,000.00" in the last sentence of Paragraph 3 of the Mortgage is amended to read "\$7,400,000.00".

5. Section 5(m) of the Mortgage is amended to read as follows:

(m) Debt Service Coverage Ratio. The Borrower shall maintain a minimum Annual Debt Service Coverage at the end of each fiscal year of (i) for the period ending December 31, 2019, 1.30 calculated on an interest-only basis; and (ii) for the period ending December 31, 2020 and all periods thereafter, 1.20 calculated based on a 25-year amortization of principal and interest.

6. 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.

7. 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.

[Signature Page Follows]

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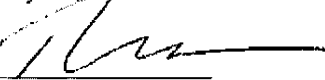
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[Signature Page to Amendment to Commercial Mortgage]

MORTGAGOR:

TBS ROSCOE II, LLC, an Illinois limited liability company

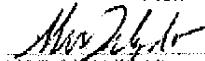
By: TBS PROPERTIES L.L.C., an Illinois limited liability company, its sole Member

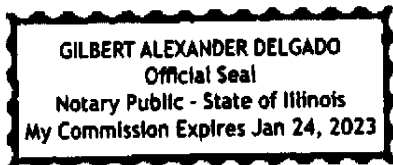
By:   
Ted B. Silverstein, its sole Member

State of Illinois }  
County of Cook } SS.

I, Gilbert Delgado, a Notary Public in and for said County, DO HEREBY CERTIFY that Ted B. Silverstein, 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 TBS Roscoe II, LLC, as indicated above, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8 day of May, 2019.

  
NOTARY PUBLIC expires: Jan 24, 2023



Notary of Cook County Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION

THE WEST 41 FEET OF THE EAST 82 FEET OF ALL OF LOTS 7, 8, 9 AND 10 IN THE SUBDIVISION OF LOT 15 IN HUNTLEY'S RESUBDIVISION OF LOTS 3 TO 21 INCLUSIVE AND LOTS 33 TO 37 INCLUSIVE IN PINE GROVE, BEING A SUBDIVISION OF THE FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 646-646 ½, 648-648 ½ West Roscoe Street, Chicago, Illinois 60657

Permanent Index Number(s): 14-21-304-022-0000

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