

UNOFFICIAL COPY

After recording return to:

Jackson Walker L.L.P.
2323 Ross Avenue, Suite 600
Dallas, Texas 75201
Attn: Justin Shipley



Doc# 1917634063 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/25/2019 02:36 PM PG: 1 OF 9

157 /
222/50000
1600003/262

Property of Cook County

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (this "Agreement") is entered into as of the 13th day of June, 2019, by and among TR GREENSPPOINT LLC, a Delaware limited liability company ("Borrower"), and BANK OF AMERICA, N.A., a national banking association ("Lender"). Each capitalized term not expressly defined herein shall have the meaning given to it in the Loan Agreement.

WITNESSETH:

WHEREAS, Lender made a loan to Borrower in the original principal amount of \$22,330,000 (the "Loan") pursuant to that certain Term Loan Agreement dated as of June 1, 2016 (as amended from time to time, the "Loan Agreement") by and between Lender and Borrower, as evidenced by that certain Promissory Note dated June 1, 2016, executed by Borrower and payable to the order of Lender, in the principal amount of \$22,330,000 (the "Note");

WHEREAS, the Loan is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated June 1, 2016 (the "Mortgage"), covering the property more particularly described on Exhibit A attached hereto (the "Property"), recorded as Document No. 1619716033, with the Cook County Recorder of Deeds. The Loan Agreement, the Note, and the Mortgage, together with all other documents evidencing, securing and entered into in connection with the Loan, as amended, modified or supplemented from time to time are sometimes collectively referred to herein as the "Loan Documents."

WHEREAS, pursuant to Section 1A of the Note, Borrower has requested to exercise its option to extend the Maturity Date of the Loan (the "Extension Option") to June 1, 2020.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the terms and conditions contained herein and for other good and valuable

Handwritten mark resembling a stylized 'y' or 'f'.

Handwritten mark resembling a stylized 'N'.

Handwritten signature or initials.

UNOFFICIAL COPY

consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Lender and Borrower hereby agree as follows:

ARTICLE I AMENDMENTS

Section 1.01. Renewal and Extension. As a result of Borrower's exercise of the Extension Option, the Loan shall be and hereby is modified such that from and after the date of this Agreement, the Maturity Date of the Loan is hereby modified and extended to June 1, 2020, and in this regard all of the other Loan Documents are hereby renewed and modified (but not extinguished) by extending the maturity date thereof to June 1, 2020.

Section 1.02. Definition of Loan Documents. The term "Loan Documents", as defined in the Loan Agreement and as used in the Loan Agreement, the other Loan Documents and herein, shall be, and hereby is, modified to include this Agreement. All references to the term "Loan Documents" contained in the Loan Agreement and the other Loan Documents are hereby modified and amended wherever necessary to reflect such modification of such term.

ARTICLE II GENERAL PROVISIONS

Section 2.01. Closing Conditions. As conditions precedent to the closing, all of the following shall have been satisfied:

- (a) Borrower shall have executed and delivered this Agreement to Lender.
- (b) Borrower shall deliver to Lender an extension fee in the amount of \$33,495.00 (the "Extension Fee").
- (c) Borrower shall cause to be delivered to Lender, and at Borrower's expense, an endorsement to the title insurance issued by title insurer to show that policy coverage has not been modified or terminated solely by virtue of this Agreement, and to insure the continued validity of the first priority lien of the Mortgage.

Section 2.02. Compliance with Loan Documents. Borrower acknowledges and agrees that all conditions to exercising the Extension Option in Section 1A of the Note have been fully satisfied as of the date hereof.

Section 2.03. Payment of Expenses. Borrower agrees to provide to Lender, upon demand, the reasonable attorneys' fees and expenses of Lender's counsel, filing and recording fees and other reasonable expenses incurred by Lender in connection with this Agreement.

Section 2.04. Ratification. Except as otherwise expressly modified by this Agreement, all terms and provisions of the Loan Agreement and the other Loan Documents shall remain unchanged and hereby are ratified and confirmed and shall be and shall remain in full force and effect, enforceable in accordance with their terms. Borrower hereby confirms that the representations and warranties of Borrower contained in the Loan Documents are true and correct in all material respects as of the date of this Agreement and that no default, nor any event

UNOFFICIAL COPY

which with notice or passage of time or both could cause a default, has occurred as of the date of this Agreement.

Section 2.05. No Defenses. Borrower hereby declares that it has no set-offs, counterclaims, defenses or other causes of action against Lender arising out of the Loan, the renewal, extension and modification of the Loan hereby or by any documents mentioned herein or otherwise; and, to the extent any such setoffs, counterclaims, defenses or other causes of action may exist, whether known or unknown, such items are hereby waived by Borrower.

Section 2.06. Nonwaiver of Events of Default. Neither this Agreement nor any other document executed in connection herewith constitutes or shall be deemed (a) a waiver of, or consent by Lender to, any default or event of default which may exist or hereafter occur under any of the Loan Documents, (b) a waiver by Lender of any of Borrower's obligations under the Loan Documents, or (c) a waiver by Lender of any rights, offsets, claims, or other causes of action that Lender may have against Borrower.

Section 2.07. Further Assurances. The parties hereto shall execute such other documents as may be necessary or as may be required, in the opinion of counsel to Lender, to effect the transactions contemplated hereby and to protect the liens and security interests of the Mortgage, the insurance thereof and the liens and/or security interests of all other collateral instruments, all as modified by this Agreement. Borrower also agrees to provide to Lender such other documents and instruments as Lender may reasonably request in connection with the modification of the Loan effected hereby.

Section 2.08. Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

Section 2.09. Severability. Borrower and Lender intend and believe that each provision in this Agreement comports with all applicable local, state or federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Agreement is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy, and if such court should declare such portion, provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of both of Borrower and Lender that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein and that the rights, obligations and interests of Borrower and Lender under the remainder of this Agreement shall continue in full force and effect.

Section 2.10. Counterparts. This Agreement may be executed in several counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts together shall constitute one and the same instrument, it being understood and agreed that the signature pages may be detached from one or more of such counterparts and combined with the signature pages from any other counterpart in order that one or more fully executed originals may be assembled.

UNOFFICIAL COPY

Section 2.11. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND APPLICABLE UNITED STATES FEDERAL LAW, EXCEPT TO THE EXTENT THAT THE LAWS OF ILLINOIS GOVERN THE MORTGAGE AND THE LIENS AND SECURITY INTERESTS THEREUNDER.

Section 2.12. Entire Agreement. This Agreement, together with the other Loan Documents, contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative thereto which are not contained herein or therein are terminated. This Agreement and the other Loan Documents may be amended, revised, waived, discharged, released or terminated only by a written instrument or instruments, executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

Section 2.13. Conforming Provisions. Any and all of the terms and provisions of the Loan Agreement, and all of the other Loan Documents, are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments and modifications thereto set forth in this Agreement.

THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.


[REMAINDER OF PAGE INTENTIONALLY BLANK -
SEE SIGNATURES ON FOLLOWING PAGE]

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first written above.

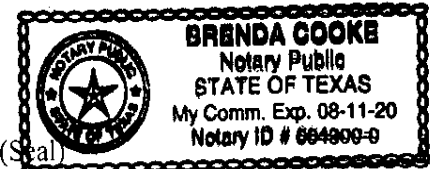
LENDER:


BANK OF AMERICA, N.A.,
a national banking association,

By: 
Name: **Taylor G. Clark**
Title: **Vice President**

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 6 day of June, 2019, by TAYLOR G. CLARK, Vice President of Bank of America, N.A., a national banking association, on behalf of said national banking association.




Notary Public
My commission expires August 11, 2020


UNOFFICIAL COPY

BORROWER:

TR GREENSPOINT LLC,
a Delaware limited liability company

By: LPC Realty Advisors I, LP,
a Texas limited partnership,
its manager

By: LPC Realty Advisors, Inc.,
a Texas corporation,
its general partner

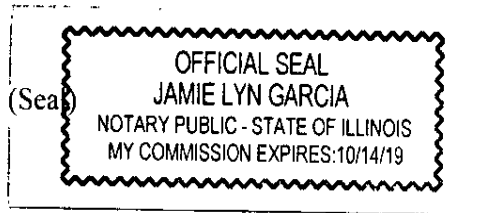
By: 
Jenifer Ratcliffe, President


Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on June 11, 2019 by
(date)

Jenifer Ratcliffe, as President of LPC Realty Advisors, Inc., a Texas corporation, general partner of LPC Realty Advisors I, LP, a Texas limited partnership, manager of TR Greenspoint LLC, a Delaware limited liability company.




Notary Public
My commission expires: 10-14-19

UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION OF REAL PROPERTY

All that parcel or parcels of real property located in Cook County, State of Illinois, and more particularly described as follows:

PARCEL 1:

LOT 1 IN 2700/2800 GREENSPOINT CONSOLIDATION PLAT RECORDED JUNE 10, 2015 AS DOCUMENT NUMBER 1516129001, BEING A SUBDIVISION OF LOTS 1 AND 2 IN GREENSPOINT OFFICE PARK, BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1988 AS DOCUMENT 82355051, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION:

06-01-201-001
(2800 W. Higgins Road)

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENT, COVENANTS AND RESTRICTIONS FOR GREENSPOINT OFFICE PARK PROPERTY OWNERS' ASSOCIATION EXECUTED BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1985 AND KNOWN AS TRUST NO. 109650, GREENSPOINT OFFICE PARK PROPERTY OWNER'S ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AND THE FIRST NATIONAL BANK OF CHICAGO, DATED JULY 25, 1989, AND RECORDED JULY 26, 1989, AS DOCUMENT NO. 89342002, AND AMENDED BY AMENDMENT RECORDED AS DOCUMENT NUMBER 96338822, CERTIFICATE RECORDED AS DOCUMENT NUMBER 96338824 AND SECOND AMENDMENT RECORDED AS DOCUMENT NUMBER 98754779 IN, ON, OVER, UPON AND UNDER CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED THEREIN FOR PUBLIC AND PRIVATE UTILITY PURPOSES, INGRESS AND EGRESS FOR THE BENEFIT OF THE INDIVIDUAL PARCEL OWNERS AND THEIR GUESTS AND INVITEES, OVER, UPON AND ACROSS DRIVEWAYS, PRIVATE STREETS AND PATHS.

PARCEL 3:

LOT 1 IN GREENSPOINT OFFICE PARK UNIT 5, BEING A RESUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF RECORDED JANUARY 25, 1999 AS DOCUMENT 99080046 IN COOK COUNTY, ILLINOIS.

FOR INFORMATION:

06-01-200-036 (2895 Greenspoint Parkway)

UNOFFICIAL COPY

PARCEL 4:

LOT 1 IN BARRINGTON POINTE SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106425, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION:

06-01-200-013 (2300 Barrington Road)

PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 4 AS CREATED BY DEED RECORDED DECEMBER 27, 1985 AS DOCUMENT 85341166, AND AS SHOWN ON THE PLAT OF BARRINGTON POINTE SUBDIVISION AFORESAID OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF HIGGINS ROAD AS DEDICATED BY INSTRUMENT RECORDED MARCH 27, 1941 AS DOCUMENT 12647603, WITH THE WEST LINE OF BARRINGTON ROAD AS DEDICATED BY INSTRUMENT RECORDED JULY 8, 1932 AS DOCUMENT 11113016; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF BARRINGTON ROAD BEING A LINE 50.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 446.91 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE PERPETUAL EASEMENT FOR HIGHWAY PURPOSES AS PER WARRANTY DEED DATED MAY 31, 1957 AND RECORDED JUNE 10, 1957, AS DOCUMENT 16926933; THENCE WESTERLY ALONG SAID LAST DESCRIBED LINE, BEING A LINE AT RIGHT ANGLES TO SAID WEST LINE OF BARRINGTON ROAD, 30.0 FEET TO THE WEST LINE OF SAID PERPETUAL EASEMENT; THENCE NORTHERLY ALONG SAID LAST DESCRIBED LINE BEING A LINE 80.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 195.60 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE 54.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED PARALLEL LINE 130.03 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 54.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE 130.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NON-EXCLUSIVE EASEMENT FOR DETENTION, RETENTION AND STORM SEWERS, PARKING AND INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 4

UNOFFICIAL COPY

AND OTHER PROPERTY AS CONTAINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 87106425 AND SUPPLEMENTAL DECLARATION RECORDED AS DOCUMENT 87310605 .

PARCEL 7:

OUTLOT A IN BARRINGTON POINTE RESUBDIVISION NO. 1 IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1996 AS DOCUMENT NO. 96808122, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION:

06-01-200-031 (2300 Barrington Road)

Address of Property: 2895 Greenspoint Parkway
2300 Barrington Road
2800 W. Higgins Road

PIN Numbers: 06-01-201-001
06-01-200-036
06-01-200-015
06-01-200-031