

UNOFFICIAL COPY

Doc#: 2003747043 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 02/06/2020 10:52 AM Pg: 1 of 8

After Recording Return To:

K&L Gates LLP
214 N. Tryon St., 47th Floor
Charlotte, NC 28202
Attn: Michael Cecka

Lender's Loan Number: 406100061
Property Name: Park Towers Apartments

AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Amendment*") is executed on the 31st day of January, 2020, to be effective January 31, 2020, by **PARK TOWERS APARTMENTS OWNER KOPF LLC**, a Delaware limited liability company, fka Park Towers Owner LLC ("*Borrower*"), for the benefit of **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-GCJ9** ("*Lender*"), the successor-in-interest to Jefferies LoanCore LLC, a Delaware limited liability company ("*Original Lender*").

RECITALS:

A. On or about September 7, 2012, Original Lender made a mortgage loan (the "*Loan*") to Borrower and The Highlands of Montour Run Tenant Kopf LLC, a Delaware limited liability company, fka Highlands Operator LLC (collectively with Borrower, the "*Joint Borrower*") in the original principal amount of \$51,000,000.00, which Loan is evidenced and governed in part by a Promissory Note dated as of September 7, 2012 (the "*Note*") and that certain Loan Agreement by and between Joint Borrower and Original Lender dated as of September 7, 2012 (as amended or otherwise modified from time to time, the "*Loan Agreement*").

B. Lender is the current holder of the Note and the owner of the Loan.

C. To secure the Loan, Borrower executed and delivered that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "*Mortgage*") from Borrower to Original Lender dated as of September 7, 2012 and recorded on September 10, 2012 in the Cook County, Illinois Recorder of Deeds (the "*Registry*") as Document No. 122522047, as assigned by Original Lender to Lender pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of

UNOFFICIAL COPY

November 29, 2012 and recorded on January 18, 2013 in the Registry as Document No. 1301808321, encumbering certain real property more particularly described therein (the "*Land*"), commonly known as Park Towers Apartments, and located at 3801, 3901, 3905 and 22039 Tower Drive and 3905 Saint Ives Lane, Richton Park, IL 60471, as described on Exhibit A attached hereto.

D. As a condition to permitting the transfer of certain direct or indirect ownership interests in Borrower ("*Transfer*"), Lender has required the execution and delivery of this Amendment.

NOW, THEREFORE, in consideration of Lender's consent to the Transfer and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Amendment are as defined in the Mortgage or the Loan Agreement.

2. Amendment of Mortgage. The Mortgage is modified as follows:

a. Borrower's address it appears in the opening paragraph is hereby modified as follows:

"c/o Morgan Properties, LP, 160 Clubhouse Road, King of Prussia, PA 19406, Attention: General Counsel"

b. Lender's name and address as they appear in the opening paragraph are hereby modified as follows:

"U.S. Bank National Association, as trustee, on behalf of the registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2012-GCJ9"

"c/o Wells Fargo Bank, National Association, Commercial Mortgage Servicing, Duke Energy Center, 401 S. Tryon Street, 8th Floor, Charlotte, NC 28202, MAC D1050-085, Attention: Portfolio Manager"

c. Except as specifically set forth herein, the Mortgage remains unmodified.

3. Miscellaneous.

a. Severability. If any one or more of the provisions contained in this Amendment are for any reason invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and

UNOFFICIAL COPY

this Amendment will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Amendment.

b. Governing Law. THE TERMS AND CONDITIONS OF THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED.

c. Rules of Construction. Within this Amendment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The parties acknowledge that the parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto.

d. Entire Agreement. THIS AMENDMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDING BETWEEN THE PARTIES PERTAINING TO SUCH SUBJECT MATTER.

e. Successors. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.

[SIGNATURE PAGES FOLLOW; THE REMAINDER OF THIS PAGE IS BLANK]

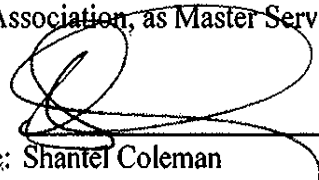
UNOFFICIAL COPY

ACKNOWLEDGED AND AGREED to as of the date first written above.

LENDER:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-GCJ9

By: Wells Fargo Bank, National Association, as Master Servicer

By: 
Name: Shantel Coleman
Title: Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)
 On January 27 2020 before me, Heidi Vleisides Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Shantel Coleman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Heidi Vleisides
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment to Mortgage Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shantel Coleman
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Vice President

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Wells Fargo Bank National Association

UNOFFICIAL COPY

ACKNOWLEDGED AND AGREED to as of the date first written above.

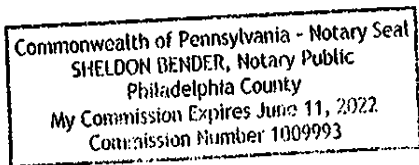
BORROWER:

**PARK TOWERS APARTMENTS OWNER
KOPF LLC,**
a Delaware limited liability company

By: *JM*
Name: Jason Morgan
Title: Vice President

State of Pennsylvania)
)
County of Philadelphia)

On this 14th day of December, 2019, before me the undersigned Notary Public, personally appeared Jason Morgan, to me known (or proved to me on the basis of satisfactory evidence to be a Vice President of Park Towers Apartments Owner Kopf LLC, a Delaware limited liability company, fka Park Towers Owner LLC, that executed the within and foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that she/he was authorized to execute said instrument, and that by her/his signature on the instrument the entity upon behalf of which she/he acted, executed the instrument for its stated purpose.



Sheldon Bender
Notary Public

My Commission Expires: _____

UNOFFICIAL COPY

EXHIBIT A

[Attached on Next Page]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PARCEL 1: LOT 1 OF THE PLAT OF COUNTY CLERK'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LAND CONVEYED TO THE ILLINOIS CENTRAL RAILROAD COMPANY BY WARRANTY DEED RECORDED JULY 7, 1922, AS DOCUMENT 7566205, (EXCEPT THAT PART OF LOT 1 IN THE AFORESAID SUBDIVISION, LYING SOUTH OF THE NORTH LINE OF SAID LOT 3 IN SAID COUNTY CLERK'S DIVISION AND THE EASTERLY PROLONGATION THEREOF); AND ALSO, (EXCEPT THAT PART OF SAID LOT 1, LYING NORTH OF THE NORTH LINE OF THE SOUTH 1206.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26); ALSO,

PARCEL 2: THE SOUTH 100.00 FEET OF LOT 2, TOGETHER WITH LOTS 5 TO 9, BOTH INCLUSIVE IN SAID COUNTY CLERK'S DIVISION; ALSO,

PARCEL 3: ALL OF THE 20-FOOT WIDE HERETOFORE VACATED ALLEY AS RECORDED BY DOCUMENT 21403877, (EXCEPTING THEREFROM THAT PART OF THE EAST 1/2, LYING WEST OF AND ADJOINING LOT 4 IN SAID COUNTY CLERK'S DIVISION), ALL IN COOK COUNTY, ILLINOIS; ALSO,

PARCEL 4: THE NORTH HALF OF LOT 2 IN COUNTY CLERK'S DIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3905 Tower Drive, Richton Park, IL

31-26-301-005-0000; 31-26-301-006-0000; 31-26-301-007-0000;
 31-26-301-008-0000; 31-26-301-009-0000; 31-26-301-010-0000;
 31-26-301-011-0000; 31-26-301-012-0000; 31-26-301-013-0000;
 31-26-301-017-0000