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Edward M. Moody  
Cook County Recorder of Deeds  
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Record and Return to:  
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## **FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS**

between

**B MELTEL LLC (successor by merger to  
MELTEL II VALENTINE LLC F/K/A VALENTINE CAPITAL, LLC)**

**("Mortgagor")**

and

**DEUTSCHE BANK TRUST COMPANY AMERICAS, A NEW YORK BANKING  
CORPORATION, as Indenture Trustee**

**("Mortgagee")**

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## FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

**THIS FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS** (this "Amendment") is made as of April 15, 2019, between **B MELTEL LLC** (successor by merger to **MELTEL II VALENTINE LLC F/K/A VALENTINE CAPITAL, LLC**), a Delaware limited liability company, having its principal place of business at 4 Greenwich Office Park, Greenwich, Connecticut 06831, as Grantor ("Mortgagor") and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a New York banking corporation, acting in its capacity as Indenture Trustee under the Indenture referred to below, having an address at c/o Deutsche Bank National Trust Company, 100 Plaza One, Jersey City, New Jersey 07311-3901, Attention: Trust & Securities Services, (together with its successors and assigns, the "Mortgagee"). All capitalized terms used but not defined herein shall have the meanings specified in the Mortgage (as hereafter defined).

### RECITALS

A. Pursuant to the terms and conditions of that certain Indenture dated as of August 8, 2013, by and among Mortgagor, Mortgagee and certain affiliates of Mortgagor (the "Original Indenture"), Mortgagor and its affiliates issued the Debt to Mortgagee, in its capacity as Indenture Trustee for the benefit of the Noteholders under the Indenture (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Existing Obligations").

B. Certain affiliates of Mortgagee have entered into that certain Amended and Restated Indenture dated of even date herewith, pursuant to which, inter alia, the maturity date of the Existing Obligations has been extended (the Existing Obligations as so modified, herein called the "Obligations" and the Original Indenture as modified by the aforesaid Amended and Restated Indenture, herein called the "Indenture").

C. The Obligations are secured by, inter alia, that certain Mortgage and Assignment of Leases and Rents dated as of April 7, 2014, executed by Mortgagor in favor of Mortgagee and encumbering the property described on Exhibit A attached hereto (the "Property") and recorded in the real property records as set forth on Exhibit A-1 attached hereto (collectively, as amended hereby, the "Mortgage").

D. In connection with the foregoing modifications to the Existing Obligations and the Original Indenture, Mortgagor and Mortgagee desire to make certain amendments to the Mortgage, all as more particularly set forth herein:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Modifications to Mortgage. Mortgagor and Mortgagee agree to modify the Mortgage as follows:

(a) Any reference in the Mortgage to the "Indenture" shall mean the Original Indenture, as amended by the Amended and Restated Indenture of even date herewith, and as same may be further amended, modified, supplemented, extended, restated or renewed from time to time.

(b) The Maturity Date of the Debt is hereby amended to reflect the date that is thirty (30) years from the date hereof.

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2. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State in which the Property is located except that the provisions of the laws of the jurisdiction in which the Land (as defined in the Mortgage) is located shall be applicable to the creation, perfection and enforcement of the lien created by the Mortgage. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the validity, legality or enforceability of the remainder of this Amendment, and to this end, the provisions of this Amendment are declared to be severable.

3. **Ratification of Lien.** Each and every term, condition, warranty and provision of the Mortgage shall remain in full force and effect in accordance with its terms, except as amended by this Amendment. Mortgagor expressly acknowledges, reaffirms and ratifies each and every term, condition, warranty and provision of the Mortgage (except as amended by this Amendment), that the Mortgage remains a first lien priority on the Property (as defined in the Mortgage) and agrees that no part of the foregoing amendments or modifications shall have the effect of novating, releasing, relieving or diminishing any obligations of Mortgagor under the Mortgage.

4. **Entire Agreement.** This Amendment and the Mortgage, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

5. **Successors and Assigns.** All provisions of this Amendment shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the parties hereto.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

[Signatures begin on following page]

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IN WITNESS WHEREOF, this Amendment has been duly executed by Mortgagor and Mortgagee on the date appearing in the acknowledgments below to be effective as of the date first above written.

**MORTGAGOR:**

**B MELTEL LLC (successor by merger to MELTEL II VALENTINE LLC F/K/A VALENTINE CAPITAL LLC), a Delaware limited liability company**

By: *Joshua Oboler*  
Name: Joshua Oboler  
Title: Authorized Signatory

STATE OF NEW YORK

COUNTY OF NEW YORK

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Joshua Oboler, the Authorized Signatory of B MELTEL LLC (successor by merger to MELTEL II VALENTINE LLC F/K/A VALENTINE CAPITAL LLC), a Delaware limited liability company, who is 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 he signed and delivered the said instrument as such Authorized Signatory, as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 1 day of Nov, 2019.

*Maria M. Porter*  
Notary Public



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**MORTGAGEE:**

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS, a New York Banking corporation,  
acting in its capacity as Indenture Trustee  
under the Indenture**

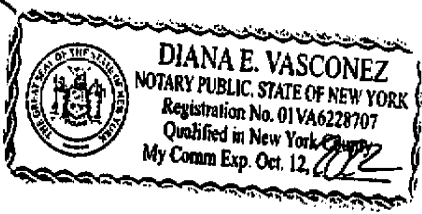
By: [Signature]  
Name: Louis Bodi  
Title: Vice President

By: [Signature]  
Name: Mark DiGiacomo  
Title: Vice President

STATE OF NEW YORK     §  
                                          §  
COUNTY OF NEW YORK   §

On    Oct 16th       , 2019, before me, the undersigned, personally appeared  
       Louis Bodi                                           ,        Vice President                                            and  
       Mark DiGiacomo                                           ,        Vice President                                            of  
Deutsche Bank Trust Company Americas, a New York banking corporation, acting in its capacity as  
Indenture Trustee under the Indenture, known to me on the basis of satisfactory evidence to be the  
individuals whose names are subscribed to the within instrument and acknowledged to me that they  
executed the same in their capacity, that by their signatures on the instrument, the individuals upon  
behalf of which the individuals acted, executed the instrument, and that such individuals made such  
appearance before the undersigned in the County of New York, State of New York.

[Signature]  
Notary Public in and for the State of New York  
Name:                                             
My Commission Expires:                                           



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## EXHIBIT A

### Legal Description(s)

The Legal Description(s) for the below listed Site(s) as specified in the subject Mortgage are attached.

<u>Site Number</u>	<u>Address</u>	<u>County</u>	<u>State</u>
401691/W0569M	7215-19 South Exchange Ave, Chicago	Cook	Illinois

An interest in land, said interest being over a portion of the following described parent parcel:

Lot 14 in Division 3 in South Shore Subdivision of the North Fractional 1/2 of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian with a resubdivision of Lots 1, 2, 4, 64, 66, 126, 127, 128 in Division 1 of Westfalls subdivision of 205 acres being the East 1/2 of the Southwest 1/4 and the Southeast fractional 1/4 of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian.

AND BEING the same property conveyed to J. Talmak, Inc. from Stanley T. Kusper, Jr., County Clerk of said County of Cook by Tax Deed dated September 20, 1990 and recorded January 13, 1998 in Instrument No. 90472783.

Tax Parcel No. 21-30-106-004

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## EXHIBIT A-1

### DESCRIPTION OF MORTGAGE OR DEED OF TRUST

Cook County, Illinois

That certain Mortgage and Assignment of Leases and Rents, dated as of April 7, 2014, by and between Valentine Capital, LLC, a Delaware limited liability company, as Mortgagor and Deutsche Bank Trust Company Americas, a New York banking corporation, acting in its capacity as Indenture Trustee under the Indenture, dated as of August 8, 2013, as Mortgagee, recorded on April 17, 2014, in/under Document No. 1410754036 with the records of Cook County, Illinois.