



\*2018857030\*

Doc# 2018857030 Fee \$88.00

THIS DOCUMENT PREPARED BY AND  
AFTER RECORDED RETURN TO:

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/06/2020 12:34 PM PG: 1 OF 7

Akerman LLP  
71 South Wacker Drive, 47<sup>th</sup> Floor  
Chicago, Illinois 60606  
Attention: Joel V. Sestito, Esq.

Property Address:  
821 W. Lake Street  
Chicago, Illinois 60607

Parcel ID:  
17-08-434-001-0000

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

THIS THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made and entered into as of June 25, 2020, with an effective date of May 15, 2020, by and between FIGHT CLUB OWNER LLC, a Delaware limited liability company (f/k/a Spectre Partners LLC) ("Mortgagor"), and NORTHBROOK BANK & TRUST COMPANY, N.A., a national banking association (f/k/a Northbrook Bank & Trust Company, an Illinois state chartered bank) ("Lender").

**WITNESSETH**

WHEREAS, Mortgagor and Lender entered into a certain loan arrangement (the "Original Loan") represented in part by that certain Promissory Note dated as of February 15, 2018, pursuant to which Lender made a loan to Mortgagor in the original principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00) (the "Original Note"), pursuant to the terms and conditions of that certain Loan Agreement dated as of February 15, 2018 by and between Mortgagor and Lender, as amended by that certain First Amendment to Loan Documents and Ratification of Guaranty dated as of April 19, 2018 among Mortgagor, Guarantor and Lender and that certain Second Amendment to Loan Documents and Ratification of Guaranty dated as of March 23, 2020, with an effective date of February 15, 2020, among Mortgagor, Guarantor and Lender (collectively, the "Original Loan Agreement"). Mortgagor and Lender have agreed to amend the terms of the Original Loan (the "Loan"), pursuant to the terms and conditions of that certain Third Amendment to Loan Documents and Ratification of Guaranty dated as of even date herewith, with an effective date of May 15, 2020, by and among Mortgagor, Guarantor and Lender (the "Loan Amendment"; the Loan Agreement, as amended by the Loan Amendment, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). The Loan is evidenced by that certain

# UNOFFICIAL COPY

Amended and Restated Promissory Note dated as of even date herewith, with an effective date of May 15, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Note") made by Mortgagor and payable to the order of Lender in the original principal amount of One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00);

**WHEREAS**, the Loan is secured by, among other items, the following documents:

i. that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 15, 2018, made by Mortgagor for the benefit of Lender and recorded on February 23, 2018 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 1805412061, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 19, 2018, between Mortgagor and Lender and recorded with the Recorder as Document No. 1828547036, and that certain Second Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of March 23, 2020, with an effective date of February 15, 2020, between Mortgagor and Lender and recorded with the Recorder (the "Original Mortgage"), encumbering certain real property in Cook County, Illinois as more particularly described on Exhibit A attached to and made a part hereof (the "Property");

ii. that certain Assignment of Leases and Rents dated as of February 15, 2018, made by Mortgagor for the benefit of Lender and recorded on February 23, 2018 with the Recorder as Document No. 1805412062, as amended by that certain First Amendment to Assignment of Leases and Rents between Mortgagor and Lender, dated as of April 19, 2018, and recorded with the Recorder on October 12, 2018 as Document No. 1828540735, and that certain Second Amendment to Assignment of Leases and Rents between Mortgagor and Lender, dated as of the date hereof, with an effective date of May 15, 2020 (collectively, as amended, modified and restated from time to time, the "Assignment"), encumbering the Property; and

iii. certain other documents, instruments or agreements executed and delivered by Mortgagor or any other party to Lender evidencing, securing, governing, guaranteeing or otherwise pertaining to the Loan and which are defined as the "Loan Documents" in the Loan Agreement (all of which, together with all renewals, amendments, modifications, restatements, extensions and supplements thereof and thereto, are collectively referred to as the "Loan Documents").

WHEREAS, as part of the consideration for amending the Loan, Mortgagor has agreed to amend certain of the terms of the Original Mortgage as herein described.

**NOW, THEREFORE**, for and in consideration of the recitals set forth and made a part hereof, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein

# UNOFFICIAL COPY

shall have the meanings set forth in the Loan Agreement.

2. Loan Documents. All references in the Loan Documents to the “Mortgage” shall mean the Original Mortgage as amended by this Amendment (as may be further amended, restated, modified or supplemented and in effect from time to time, the “Mortgage”). All references in the Mortgage to the “Loan Agreement” shall mean the Loan Agreement. All references in the Mortgage to the “Loan” shall mean the Loan. All references in the Mortgage to the “Note” shall mean the Note. All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement and the Loan Documents are hereby made a part of this Amendment to the same extent and with the same force and effect as if they were fully set forth herein and Mortgagor covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

3. Amendment. The third sentence of the third paragraph after “WITNESSETH” of the Original Mortgage is hereby amended and restated in its entirety to read as follows:

“The Loan is due and payable in full on May 15, 2021 (the “Maturity Date”), which Maturity Date can be accelerated pursuant to the terms hereof or of any other Loan Document (as hereinafter defined).”

4. Waiver of Claims. Mortgagor acknowledges, confirms and agrees that Mortgagor has no offsets, defenses, claims or counterclaims against Lender with respect to any of Mortgagor’s liabilities and obligations to Lender under the Loan Documents, and to the extent that Mortgagor has any such claims under the Loan Documents, Mortgagor affirmatively WAIVES and RENOUNCES such claims as of the date hereof.

5. Ratification. Mortgagor hereby ratifies, confirms and reaffirms all covenants, warranties and representations set forth in the Mortgage and the other Loan Documents to which it is a party as being true as of the date hereof (taking into account any knowledge or other qualifiers contained in such covenants, warranties, and representations). Without limiting the generality of the foregoing, Mortgagor hereby warrants and represents to Lender that, upon the effectiveness of this Amendment, no Event of Default will have occurred and be continuing under any of the Loan Documents. Except as amended hereby, all terms and conditions of the Mortgage shall remain in full force and effect and are hereby ratified and confirmed.

6. Conditions to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of Lender:

- a. All parties shall have executed and delivered this Amendment.
- b. Mortgagor shall have paid all costs and expenses of Lender, including, without limitation, any costs and expenses of an endorsement to Lender’s title policy, and reasonable attorneys’ fees in connection with the preparation, negotiation, execution and delivery of this Amendment and the other documents delivered in connection herewith.

7. Miscellaneous.

- a. This Amendment may be executed in several counterparts and by each

# UNOFFICIAL COPY

party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

b. This Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

c. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

d. Mortgagor warrants and represents that Mortgagor has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of Lender or its counsel in entering into this Amendment.

[SIGNATURE PAGES FOLLOW.]

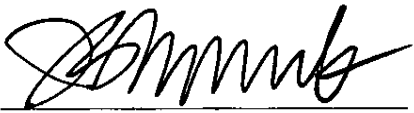
# UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to be duly executed and delivered as of the day and year first above written.

**MORTGAGOR:**

**FIGHT CLUB OWNER LLC,**  
a Delaware limited liability company

By: Shapack Manager LLC, an Illinois limited liability company, its Manager

By: 

Name: Jeffrey Shapack

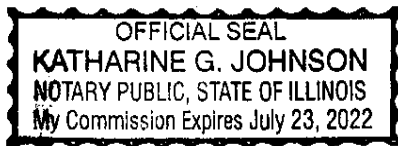
Title: Manager


Property of Cook County Clerk's Office

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey Shapack, the Manager of Shapack Manager LLC, an Illinois limited liability company, a Manager of FIGHT CLUB OWNER 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 his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of JUNE, 2020.



  
Notary Public

My Commission Expires:

7/23/2022

[SIGNATURES CONTINUED ON NEXT PAGE]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Lender has caused this Amendment to be duly executed and delivered as of the day and year first above written.

**LENDER:**

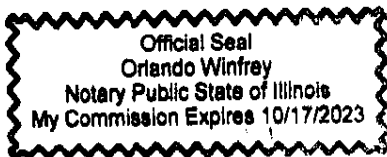
**NORTHBROOK BANK & TRUST COMPANY,  
N.A.**, a national banking association

By: Patrick J. Harrington  
Name: Patrick J. Harrington  
Title: Vice President

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that PATRICK J. HARRINGTON, the VICE PRESIDENT of NORTHBROOK BANK & TRUST COMPANY, N.A., a national banking association, 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 his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of June, 2020.



Orlando Winfrey  
Notary Public

My Commission Expires:

10-17-2023

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

LOT 5 IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PERMANENT INDEX NUMBER:

17-08-434-001-0000

#### COMMON ADDRESS:

821 W. Lake Street, Chicago, Illinois 60607