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UNOFFICIAL COPY

After recording return to:

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



Doc# 2025822209 Fee \$88.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/14/2020 03:14 PM PG: 1 OF 10

Property of Cook County Clerk's Office

THIRD AMENDMENT TO LOAN DOCUMENTS AND EXTENSION AGREEMENT

THIS **THIRD AMENDMENT TO LOAN DOCUMENTS AND EXTENSION AGREEMENT** (this "Agreement") is entered into as of the 1st day of September, 2020, by and among **TR GREENSPOINT 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 (the "Loan") to Borrower 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;

WHEREAS, the Loan is evidenced by that certain Promissory Note dated June 1, 2016 (the "Note"), executed by Borrower and payable to the order of Lender in the original principal amount of \$22,330,000;

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, the Loan Agreement has previously been modified by that certain (i) Extension Agreement dated June 13, 2019, executed by Borrower and Lender and recorded as Document No. 1917634063 with the Cook County Recorder of Deeds; and (ii) Second Amendment to Loan Documents and Extension Agreement dated May 29, 2020, executed by Borrower and Lender and recorded as Document No. 2019220000;

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WHEREAS, Borrower has requested that Lender (i) extend the maturity date of the Loan from September 1, 2020 to October 31, 2020, and (ii) make certain other modifications as more particularly set forth in this Agreement; and

WHEREAS, Lender has agreed to such request, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, that for and in consideration of the terms and conditions contained herein and for other good and valuable 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. **Maturity Date**. The Maturity Date of the Loan is hereby extended from September 1, 2020, to October 31, 2020, and in that regard, the Note and Loan Documents are hereby renewed and modified (but not extinguished) to extend the maturity date thereof to October 31, 2020 (the “Extension Period”). Borrower acknowledges that it has no right or option under the Loan Documents to extend the Maturity Date beyond the Extension Period.

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 – CONDITIONS

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 \$5,000 (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.
- (d) Borrower shall execute and deliver 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 continue the liens and/or security interests under the Loan, as modified by this Agreement.

ARTICLE III – MISCELLANEOUS

Section 3.01. **Default**. If any indebtedness, covenant, agreement or condition in this Agreement is not fully and timely paid, performed, observed or kept, and such failure continues beyond any notice, cure or grace period specified in the Loan Agreement or such other Loan Document, such failure shall constitute an Event of Default under the Loan Agreement and the Loan Documents.

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Section 3.02. **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 3.03. **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 3.04. **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 which with notice or passage of time or both could cause a default, has occurred as of the date of this Agreement.

Section 3.05. **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 3.06. **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 3.07. **Non-Waiver of Events of Default.** Except as specifically provided herein, 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 3.08. **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 3.09. **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

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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.

Section 3.10. **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 3.11. **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 3.12. **Release of Claims.** For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower on behalf of itself and on behalf of its respective successors, assigns, partners, and agents, and the members, directors, shareholders, officers and directors of its partners (collectively, "Releasers"), hereby irrevocably and unconditionally releases and forever discharges Lender and its successors, assigns, agents, officers, employees, representatives, attorneys, and affiliates, and all persons acting by, through, under, or in concert with any of the aforesaid persons or entities (collectively, "Released Parties"), or any of them, from and against any and all causes of action, suits, debts, liens, obligations, liabilities, claims, demands, damages, judgments, losses, orders, penalties, costs and expenses including, without limitation, reasonable attorneys' fees, of any kind or nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of the Releasers now have, own, hold, or claim to have, own, or hold, or at any time heretofore have had, owned, held or claimed to have had, owned, or held against any of the Released Parties with respect to acts, occurrences, events or circumstances on or prior to the Effective Date arising from, based upon, or related to, whether directly or indirectly (collectively, "Claims"): (a) the Loan; (b) the Loan Documents; (c) any and all other agreements, documents or instruments referenced herein or in the Loan Documents or related hereto or thereto; (d) any defenses as to the enforcement of the Loan Documents; (e) any act, omission, negligence or breach of duty by any Released Parties regarding the Loan, excluding acts, omissions or negligence resulting from such Released Parties' fraud, willful misconduct or gross negligence; or (f) any theory of lender liability regarding the Loan.

Section 3.13. **Representations and Warranties of Borrower.** Borrower hereby represents and warrants to Lender that (a) it has the power and authority to execute and deliver this Agreement and any other documents delivered in connection with this Agreement, and perform its obligations hereunder and thereunder, and the execution, delivery and performance of this Agreement and any other documents delivered in connection with this Agreement have been duly authorized by all requisite action, (b) this Agreement and all other documents executed and delivered in connection with this Agreement have been duly executed and delivered, (c) to the best of Borrower's knowledge, no action of, or filing with, any tribunal is required to authorize, or is otherwise required in connection with, the execution, delivery and performance by Borrower of this Agreement or any other document executed and delivered in connection with this Agreement, except those that have been made or obtained on or before the date of this Agreement, (d) the Loan Documents, as amended by this Agreement, are valid and binding upon Borrower and are enforceable against Borrower in accordance with their terms, subject to Debtor Relief

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Laws, (e) the execution, delivery and performance by such party of this Agreement does not require the consent of any other person or entity, except those that have been made or obtained on or before the date of this Agreement and, to the best of Borrower's knowledge, will not constitute a violation of any laws or material agreement or understanding to which Borrower is a party or by which Borrower is bound, (f) to the current knowledge of any Borrower, as of the date hereof Borrower is not in default under any of the Loan Documents.

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]

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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,

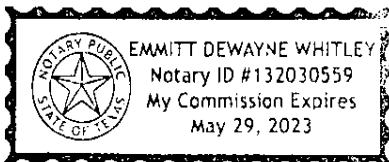
By: Phillip Brenner
Name: Phillip Brenner
Title: SVP

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31st day of August, 2020, by Phillip Brenner, SVP of Bank of America, N.A., a national banking association, on behalf of said national banking association.

Emmitt D. Whitley
Notary Public
My commission expires: 05-29-2023

(Seal)



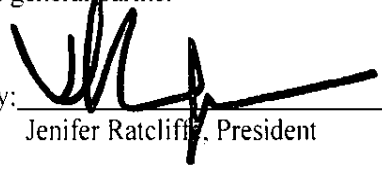
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BORROWER:

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

STATE OF ILLINOIS

SS.

COUNTY OF COOK

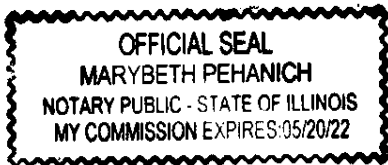
This instrument was acknowledged before me on August 31, 2020 by _____
(date)

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: 5/20/22

(Seal)



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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 GREENSPPOINT CONSOLIDATION PLAT RECORDED JUNE 10, 2015 AS DOCUMENT NUMBER 1516129001, BEING A SUBDIVISION OF LOTS 1 AND 2 IN GREENSPPOINT 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 88355051, 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 GREENSPPOINT 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, GREENSPPOINT 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 AMFNDMENT 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 GREENSPPOINT 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)

PARCEL 4:

THIRD AMENDMENT TO LOAN DOCUMENTS AND
EXTENSION AGREEMENT (Greenspoint)

Exhibit A

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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:

06-01-200-015 (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, 46.91 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, 10.0 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 AND OTHER PROPERTY AS CONTAINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 87106425 AND SUPPLEMENTAL DECLARATION RECORDED AS DOCUMENT 87310605 .

PARCEL 7:

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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, Hoffman Estates, Illinois, 60169-7257
2300 Barrington Road, Hoffman Estates, Illinois, 60169-2082
2800 W. Higgins Road, Hoffman Estates, Illinois, 60169-2071

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