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Doc#: 2029039282 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 10/16/2020 03:14 PM Pg: 1 of 7

This instrument was prepared by and,
after recording, return to:

Allen C. Balk
Meltzer, Purtill & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, Illinois 60606

Permanent Tax Index No.:
See Exhibit A attached hereto

Property Address:
See Exhibit A attached hereto

This space reserved for Recorder's use only

8985178

AMENDMENT OF MORTGAGE AND ASSIGNMENT OF LEASES

THIS AMENDMENT OF MORTGAGE AND ASSIGNMENT OF LEASES (this "Agreement") is made effective as of the 30th day of June, 2020, by and among PROMINENCE O'HARE, LLC, an Illinois limited liability company ("Mortgagor") in favor of REPUBLIC BANK OF CHICAGO, its successors and assigns ("Mortgagee" and/or "Lender").

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement dated as of March 26, 2018 by and among Mortgagor, Guarantor (as defined therein) and Mortgagee (the "Original Loan Agreement"), Mortgagee made a loan ("Original Loan") to Mortgagor in the original principal amount of Twelve Million One Hundred Eighty Thousand and No/100 Dollars (\$12,180,000.00), as evidenced by that certain Promissory Note dated March 26, 2018 in the principal amount of Twelve Million One Hundred Eighty Thousand and No/100 Dollars (\$12,180,000.00) (the "Original Note").

B. The Original Note is secured by, among other things, (i) that certain Mortgage and Security Agreement dated March 26, 2018 from Mortgagor to Mortgagee recorded with the Cook County Recorder of Deeds ("Recorder's Office") on March 29, 2018, as Document No. 1808845042, as amended by that certain First Modification of Loan Documents, Mortgage and Assignment of Leases dated January 31, 2020 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Leases and Rents dated March 26, 2018 from Mortgagor to Mortgagee and recorded with the Recorder's Office on March 29, 2018, as Document No. 1808845043 (the "Assignment of Leases"), and (iii) the other Loan Documents.

C. Pursuant to the terms and conditions contained in that certain First Modification of Loan Documents (the "First Modification") dated as of January 31, 2020, by and among Mortgagor, Guarantor and Lender, Mortgagor, Guarantor and Lender (i) extended the Maturity Date of the Original Loan, (ii) increased the amount of the Original Loan to the aggregate principal amount of the Twelve Million Six Hundred Seventy Thousand and No/100 Dollars

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(\$12,670,000.00), as evidenced by that certain Amended and Restated Promissory Note in the principal amount of Twelve Million Six Hundred Seventy Thousand and No/100 Dollars (\$12,670,000.00) dated January 31, 2020 (the "Amended and Restated Note"), made by Borrower payable to the order to Lender, which amended and restated the Original Note, and (iii) certain other modifications as set forth in the First Modification.

D. Mortgagor has requested that Lender to further amend the Loan Documents in order to, among other things, increase the amount of the Original Loan to the aggregate principal amount of Fourteen Million and No/100 Dollars (\$14,000,000.00).

E. Pursuant to the terms and conditions contained in that certain Second Modification of Loan Documents (the "Second Modification") of even date herewith by and among Mortgagor, Guarantor and Lender, the parties have agreed to increase the amount of the Original Loan to the aggregate principal amount of Fourteen Million and No/100 Dollars (\$14,000,000.00) ("Loan") and further modify and amend the terms of the Original Loan. The Loan shall be evidenced by (i) the Original Note and (ii) that certain Promissory Note (2020) in the original principal amount of One Million Three Hundred Thirty Thousand and No/100 Dollars (\$1,330,000.00) made as of even date herewith, executed by Mortgagor and made payable to the order of and delivered to Lender ("June 2020 Note" and together with the Original Note, the "Note") and by which said Note the Mortgagor promises to pay the said principal sum and fixed or variable rate of interest in the manner and at the rates as provided therein. The Original Loan Agreement, as amended by the First Modification and as further amended by the Second Modification, is hereinafter referred to as the "Loan Agreement".

F. Mortgagor and Lender desire to amend the Mortgage and Assignment of Leases to reflect the terms of both the First Modification and the Second Modification.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender hereby agree to amend the Mortgage and Assignment of Leases, as follows:

AGREEMENTS:

1. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.

3. All references to the Loan Agreement and/or to any or all of the Loan Documents in the Mortgage and the Assignment of Leases shall be deemed to mean and include the Loan Agreement and the Loan Documents as amended by the First Modification, as further modified by the Second Modification. All references to the Mortgage and the Assignment of Leases in the Loan Documents shall be deemed to mean and include the Mortgage and the Assignment of Leases as amended by this Agreement.

4. The first and second Recitals of the Mortgage shall be deleted and replaced in their entirety as follows:

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“Pursuant to the terms and conditions contained in that certain Loan Agreement dated as of March 26, 2018, by and among Mortgagor, Guarantor and Mortgagee, as amended by that certain First Modification of Loan Documents dated as of January 31, 2020, by and among Mortgagor, Guarantor and Mortgagee, and as further amended by that certain Second Modification of Loan Documents dated as of June 30, 2020, by and among Mortgagor, Guarantor and Mortgagee (as amended, restated or replaced from time to time, “Loan Agreement”), Mortgagee has agreed to loan to Mortgagor the aggregate principal amount of Fourteen Million and No/100 Dollars (\$14,000,000.00) (“Loan”). The Loan shall be evidenced by that certain (i) Amended and Restated Promissory Note in the original principal amount of Twelve Million Six Hundred Seventy Thousand and No/100 Dollars (\$12,670,000.00) made as of January 31, 2020, executed by Mortgagor and made payable to the order of and delivered to Mortgagee and (ii) that certain Promissory Note (2020) in the original principal amount of One Million Three Hundred Thirty Thousand and No/100 Dollars (\$1,330,000.00) made as of June 30, 2020, executed by Mortgagor and made payable to the order of and delivered to Mortgagee (singularly and collectively, as the context may dictate, the “Note”) and by which said Note the Mortgagor promises to pay the said principal sum and fixed and/or variable rate of interest in the manner and at the rates as provided in in each Note.

The unpaid principal amount and all accrued and unpaid interest due under the Loan as described in the Loan Agreement, as evidenced by each Note, if not sooner paid, shall be due on March 26, 2023 (“Maturity Date”). All such payments on account of the indebtedness evidenced by each Note shall be applied as set forth in the respective Note being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, at the address indicated in Paragraph 27 hereof, or at such other address as Mortgagee may from time to time designate in writing.”

5. All references in the Mortgage and Assignment of Leases to the Loan shall be deemed to mean and refer to the Loan as amended by the Second Modification. All references in the Mortgage and Assignment of Leases to the Note shall be deemed to mean and refer to individually and collectively the Amended and Restated Note and the June 2020 Note. Lender shall record this Agreement in the Recorder’s Office to reflect the subject matter hereof.

6. As modified hereby, the Mortgage and the Assignment of Leases shall continue in full force and effect.

7. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

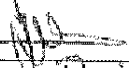
[Signatures on the following page]

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IN WITNESS WHEREOF, Mortgagor has executed and delivered this Agreement the day and year first above written.

MORTGAGOR:

PROMINENCE O'HARE, LLC, an Illinois limited liability company

By: 

Name: Rehan Zaid

Title: Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
) SS. _____
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JUNAID AHMED, the Manager of PROMINENCE O'HARE, LLC, an Illinois limited liability company ("Company"), 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/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of June, 2020.

[Signature]
Notary Public



(SEAL)

My Commission Expires: 07/23/23

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY) AND O'HARE REAL ESTATE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (DEVELOPER) DATED JANUARY 31, 2017 AND RECORDED FEBRUARY 14, 2017 AS DOCUMENT 1704519092 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS OVER THE FOLLOWING DESCRIBED LAND:

LOTS 2, 4 AND 8 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY), THE ROSEMONT PARK DISTRICT, AN ILLINOIS PARK DISTRICT (DISTRICT) AND OUTFRONT MEDIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (BILLBOARD TENANT), DATED NOVEMBER 22, 2016 AND RECORDED JANUARY 20, 2017 AS DOCUMENT 1702018084 FOR THE PURPOSE OF CITY PUBLIC INGRESS, EGRESS, CIRCULATION AND PARKING EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

LOT 3 IN THE ORCHARD HIGGINS SUBDIVISION BEING A RESUBDIVISION OF VARIOUS RESUBDIVISIONS TOGETHER WITH A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER ALL IN SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

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ACCORDING THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068.

PARCEL 4:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS, DATED FEBRUARY 7, 2017 AND RECORDED FEBRUARY 14, 2017 AS DOCUMENT NUMBER 1704519094 AND CREATED BY CONVEYANCE DEED BY O'HARE REAL ESTATE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (GRANTOR) AND PROMINENCE O'HARE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (GRANTEE) RECORDED FEBRUARY 17, 2017 AS DOCUMENT NUMBER 1704519091, FOR THE PURPOSE OF INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR ACCESS OVER, ACROSS AND UPON THE PAVED AREAS WITHIN THE PARCELS OF LAND DESCRIBED AS FOLLOWS:

LOTS 5, 6 AND 7 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 17, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

09-33-305-018-0000

09-33-305-019-0000

ADDRESS: Mannheim Road and Higgins Road, Des Plaines, Illinois 60018