



#2112647033*

Doc# 2112647033 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/06/2021 03:04 PM PG: 1 OF 18

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

U.S. Real Estate Credit Holdings III, LP
c/o Calmwater Capital
11755 Wilshire Blvd., Suite 1425
Los Angeles, California 90025
Attention: Dean Chang

(Space Above For Recorder's Use)

SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND OTHER LOAN DOCUMENTS

among

SVAP STATE STREET, L.P., SVAP STATE STREET II, L.P., SVAP STATE STREET III, L.P., and SVAP STATE STREET IV, L.P., each a Delaware limited partnership
(collectively "**Borrower**")

STERLING VALUE ADD PARTNERS, L.P. and STERLING VALUE ADD PARTNERS (NR), L.P., each a Delaware limited partnership
(collectively "**Guarantor**")

and

U.S. REAL ESTATE CREDIT HOLDINGS III, LP, an Irish limited partnership, acting by its General Partner, U.S. Real Estate Credit Holdings III GP Limited
(together with its successors and/or assigns "**Lender**")

May 1, 2021

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SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND OTHER LOAN DOCUMENTS

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND OTHER LOAN DOCUMENTS (this "**Agreement**") is entered into as of May 1, 2021, by and among U.S. REAL ESTATE CREDIT HOLDINGS III, LP, an Irish limited partnership, acting by its General Partner, U.S. Real Estate Credit Holdings III GP Limited (together with its successors and/or assigns, "**Lender**"), SVAP STATE STREET, L.P., SVAP STATE STREET II, L.P., SVAP STATE STREET III, L.P., and SVAP STATE STREET IV, L.P., each a Delaware limited partnership (collectively, "**Borrower**"), and STERLING VALUE ADD PARTNERS, L.P. and STERLING VALUE ADD PARTNERS (NR), L.P., each a Delaware limited partnership (collectively "**Guarantor**"),

RECITALS

A. **WHEREAS**, Borrower is indebted to Lender, as successor in interest to U.S. Real Estate Credit Holdings III-A, LP, an Irish limited partnership ("**Original Lender**") under a loan (the "**Loan**") made pursuant to that certain Loan Agreement dated as of April 17, 2018 (as so modified and hereafter modified, supplemented, extended or renewed and in effect from time to time, as modified by the First Amendment (defined below), the "**Loan Agreement**") as evidenced by that certain Promissory Note, dated as of April 17, 2018, made by Borrower in the original principal amount of up to Eighteen Million Two Hundred Fifty Thousand and No/100 Dollars (\$18,250,000.00) and payable to Original Lender (as modified by the First Amendment and together with all further amendments, modifications and/or supplements thereto and substitutions therefor are hereinafter, collectively referred to as, the "**Note**"). The Note is secured by, among other things, that certain Mortgage, Security Agreement and Financing Statement from Borrower to Original Lender, dated April 17, 2018 and recorded April 19, 2018 in the Official Records of Cook County, Illinois (the "**County**") as Instrument No. 1810919049 (the "**Official Records**"), as assigned by Original Lender to Lender pursuant to that certain Assignment of Mortgage, Security Agreement and Financing Statement, dated as of June 15, 2018 and recorded on June 18, 2018, as Instrument No. 1816918108 in the Official Records (as assigned and as modified by the First Amendment, the "**Security Instrument**"). All capitalized terms not otherwise defined herein shall have the meaning provided in the Loan Agreement.

B. **WHEREAS**, in connection with the Loan, (i) Borrower and Guarantor executed that certain Hazardous Substances Indemnity Agreement, dated as of April 17, 2018 (as modified by the First Amendment, the "**Environmental Indemnity**"), and (ii) Guarantor executed that certain Indemnity and Guaranty Agreement, dated as of April 17, 2018 (as modified by the First Amendment, the "**Indemnity and Guaranty**") and, together with the Environmental Indemnity, collectively the "**Guaranties**".

C. **WHEREAS**, the Loan Agreement, the Note, the Security Instrument, the Guaranties and any and all other documents, agreements and instruments evidencing, governing or securing the Loan executed prior to the date hereof, as assigned by Lender from time to time, and as amended by that certain First Amendment to Mortgage, Security Agreement and Financing Statement and Other Loan Documents between Lender, Borrower and Guarantor dated as of December 2, 2019 (the "**First Amendment**") are referred to herein as the "**Existing Loan Documents**". As used herein, "**Loan Documents**" shall mean the Loan Agreement, the Note, the Security Instrument, Guaranties and all other documents securing, or executed in connection with, the Loan. Any reference in any of the Loan Documents shall be a reference to such Loan Documents as amended by this Agreement.

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D. Borrower has requested, among other things, that Lender extend the Maturity Date to May 1, 2022. Notwithstanding that Borrower is not eligible for an extension of the Maturity Date pursuant to Section 1(f) of the Note, Lender is willing to grant its consent subject to the terms and conditions of this Agreement. One of the conditions to such consent is the execution and delivery of an amendment to the Loan Documents, in form and substance reasonably satisfactory to Lender, containing such additional amendments, modifications and additions to the Loan Documents as Lender may reasonably require.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Guarantor and Borrower agree as follows:

AGREEMENT

1. AMENDMENT TO LOAN DOCUMENTS.

1.1 Amendments to the Note.

(a) Maturity Date. Borrower has requested that Lender consent to the extension of the Maturity Date to May 1, 2022. Borrower agrees and acknowledges that, pursuant to the term and conditions of the Note and the other Loan Documents, Borrower does not qualify to extend the Maturity Date. The foregoing notwithstanding, Lender is willing consent to the extension of the Maturity Date to May 1, 2022, subject to the terms and conditions set forth in this Agreement and the Existing Loan Documents. Accordingly, the "Maturity Date" (as defined in the Note) shall mean "May 1, 2022".

(b) Further Extension Option. Borrower shall be deemed hereby to have "duly and validly" exercised the first of two extension options set forth in Section 1(f) of the Note (within the meaning of Section 1(f)(x) of the Note), with the understanding that Borrower shall hereafter have just one (1) remaining extension option, subject to the terms of the Note and the other Loan Documents.

1.2 Amendments to the Loan Agreement.

(a) Definitions.

(i) The following definition of "Interest Reserve" shall be added to, Section 1.2 of the Loan Agreement:

"Interest Reserve" shall mean a Reserve for interest payments due under the Note, into which deposits by Borrower shall be derived from additional equity of Borrower and shall not come from Loan proceeds or otherwise be borrowed.

(ii) The definition of "Reserves" shall be deleted in its entirety and replaced with the following:

"Reserves" means, collectively, any reserves established under the Loan Documents, including without limitation, the Interest Reserve and the Tax and Insurance Reserve.

(b) Loan Agreement.

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(i) Interest Reserve. Section 2.3(b)(C) of the Loan Agreement shall be deleted in its entirety and replaced with the following:

Interest Reserve. Borrower shall maintain an Interest Reserve with Lender for deposits of interest payment and in connection with any Interest Reserve Deficiency as provided in Section 2.3(b)(A)(3). Funds in the Interest Reserve shall be periodically disbursed directly by Lender to Lender on each Payment Date (as defined in the Note), commencing on the next-occurring Payment Date, for the payment of interest which accrues and becomes due under the Note, and without regard to any contrary provision of Section 2.3(c) or 2.3(d) of the Loan Agreement stating that such Interest Reserve funds shall not be disbursed after the date that is ninety (90) days before the Maturity Date.

(ii) Interest Reserve Payments. Borrower agrees to pay to Lender each "Payment Amount" set forth below on the applicable "Due Date" set forth below for deposit into the Interest Reserve. Borrower agrees and acknowledges that any failure to make full and timely payments set forth below shall be deemed an immediate Event of Default and Lender's consent to the extension of the Maturity Date pursuant to this Agreement is strictly conditioned on Borrower timely making the deposits into the Interest Reserve set forth below.

Payment Amount	Due Date
\$332,062.52	June 30, 2021
\$328,453.15	September 30, 2021
\$324,843.77	December 31, 2021
\$220,171.89	March 31, 2021

2. CLOSING CONDITIONS.

Lender shall have no obligation to amend the Loan Documents unless Borrower pays, delivers or causes to be delivered, as applicable, to Lender the following items on or before the date hereof (the "Amendment Effective Date"), except as otherwise expressly set forth below, all of which shall be satisfactory in form and content to Lender and, if applicable, duly executed (and acknowledged where necessary) by the appropriate parties thereto:

2.1 Documents. This Agreement and (within five (5) Business Days following the date hereof) evidence that this Agreement (in recordable form) has been submitted to the Title Company with instructions to immediately record same in the Official Records;

2.2 Entity Documents. Certificate of Good Standing (or equivalent thereof) issued by the Secretary of State of Delaware and Illinois for each Borrower and Guarantor. Resolutions of Borrower and Guarantor authorizing the transaction contemplated by this Agreement.

2.3 Title. Issuance in favor of Lender, at Borrower's sole expense, a modification endorsement (the "Endorsement") to the Title Policy insuring that the Security Instrument is a valid first priority lien against the Property, showing no prior exceptions to title other than as described in the Title Policy, unless

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otherwise approved in writing by Lender. Notwithstanding the foregoing, the Endorsement may be delivered within ten (10) Business Days after the date hereof.

2.4 **Costs and Expenses.** Borrower shall have paid any and all other fees and charges incurred in connection with this Agreement, including, without limitation, attorneys' fees and fees and expenses relating to the examination of title, title insurance premiums, and recording costs, documentary, transfer or other similar taxes and revenue stamps, if any.

2.5 **Defaults.** No default shall have occurred under this Agreement, the Existing Loan Documents or any encumbrance affecting the property encumbered by the Security Instrument (the "**Property**") (whether junior or senior).

3. **RELEASE AND WAIVERS.**

3.1 **Release.** As of the Amendment Effective Date, each of Borrower and Guarantor, for itself and its successors and assigns (collectively, the "**Borrower Parties**") hereby fully and forever releases, discharges and acquits Lender and its parent, and each of their respective affiliates, subsidiaries, successors and assigns, and the officers, directors, employees and agents of each (collectively, the "**Lender Parties**"), of and from and against any and all claims, demands, obligations, duties, liabilities, damages, expenses, indebtedness, debts, breaches of contract, duty or relationship, acts, omissions, misfeasance, malfeasance, causes of action, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses and remedies therefor, choses in action, rights of indemnity or liability of any type, kind, nature, description or character whatsoever, and irrespective of how, why or by reason of what facts, whether known or unknown, whether liquidated or unliquidated (collectively, "**Claims**") which any of such Borrower Parties may now have, or heretofore have had against any of said persons, firms or entities, by reason of or arising out of: (a) the Loan or the Property; (b) the review, approval or disapproval of any and all documents, instruments, projections, estimates, plans, specifications, drawings and all other items submitted to Lender in connection with the Loan or the Property; (c) the disbursements of funds under the Loan; (d) the amendment or modification of the Loan made pursuant to this Agreement; (e) Lender's acts, statements, conduct, representations and omissions made in connection with the Loan and any amendment or modification relating thereto; or (f) any fact, matter, transaction or event relating to the Loan or the Property, whether known or unknown. Notwithstanding the provisions of the preceding paragraph, nothing contained herein shall be deemed a release of Lender's obligations under this Agreement or of Lender's obligations under the Existing Loan Documents, as modified, to the extent first arising after the Amendment Effective Date.

3.2 **Non-Reliance.** Each of the Borrower Parties hereby acknowledges that it has not relied upon any representation of any kind made by Lender in making the foregoing release.

3.3 **No Transfer of Claims.** Each of the Borrower Parties represents and warrants that it has not heretofore assigned or transferred, or purported to assign or to transfer, to any person or entity any matter released hereunder or any portion thereof or interest therein, and such Borrower Party agrees to indemnify, defend and hold the parties set forth hereinabove harmless from and against any and all claims based on or arising out of any such assignment or transfer or purported assignment or transfer made by such Borrower Party.

3.4 **No Admission of Liability.** It is hereby further understood and agreed that the acceptance of delivery of this release by the parties released hereby shall not be deemed or construed as an admission of liability of any nature whatsoever arising from or related to the subject of the within release.

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3.5 **Advice of Counsel.** Each of the Borrower Parties hereby agrees, represents and warrants that it has had advice of counsel of its own choosing in negotiations for and the preparation of this Agreement, including the foregoing release and waivers, that it has read the provisions of this Agreement, including the foregoing release and waivers, that it has had the foregoing release and waivers fully explained by such counsel, and that it is fully aware of its contents and legal effect.

4. **REPRESENTATIONS AND WARRANTIES.**

4.1 **Borrower's Representations.** Borrower hereby represents and warrants to Lender as of the date hereof and as of the Amendment Effective Date each of the following:

(a) **Litigation.** Except as disclosed to Lender in writing, there are no claims, actions, suits or proceedings, pending or, to Borrower's actual knowledge, threatened, at law or in equity, before any court or commission, agency or instrumentality, against or affecting (a) Borrower which would materially adversely affect the ability of Borrower to perform its obligations under the Loan, this Agreement or the Existing Loan Documents or (b) the Property.

(b) **Conflicts.** Neither the execution and delivery by Borrower of this Agreement or any of the documents required to be executed by Borrower hereunder, nor the performance by Borrower of its obligations hereunder or thereunder, will (a) conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, rule or regulation applicable to Borrower or any order, injunction or decree of any court or governmental instrumentality or of any bond, debenture, note, mortgage, deed of trust, indenture, agreement or other instrument to which Borrower is now a party or by which it may be bound, or constitute a default thereunder, or (b) result in the creation or imposition of any claim, lien, security interest, charge or other encumbrance of any nature whatsoever upon any property of Borrower pursuant to the terms of any such agreement or instrument.

(c) **Consents.** Neither the execution and delivery by Borrower of this Agreement, nor the performance by Borrower of its obligations hereunder requires the consent, authorization or approval of, the giving of notice to, or the registration with, or the taking of any other action in respect of, any federal, state or foreign governmental authority or agency, pursuant to any law, rule or regulation applicable to Borrower or pursuant to any order, injunction or decree of any such authority or agency, any creditor of Borrower or any other person or entity.

(d) **Authority.** Borrower has all requisite power and authority to perform the terms of this Agreement.

(e) **Defaults.** No default or event of default has occurred and is continuing under the Existing Loan Documents and, except as otherwise disclosed to Lender in writing, all representations and warranties made herein and in the Existing Loan Documents are true and correct as if made as of the date hereof.

4.2 **Guarantor's Representations**

(a) **Litigation.** Except as disclosed to Lender in writing, there are no claims, actions, suits or proceedings, pending or to Guarantor's actual knowledge threatened, at law or in equity, before any court or commission, agency or instrumentality, against or affecting Guarantor, which would materially adversely affect the ability of Guarantor to perform its obligations under the Loan, this Agreement or the Guaranties.

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(b) **Conflicts.** Neither the execution and delivery by Guarantor of this Agreement or any of the documents required to be executed by Guarantor hereunder, nor the performance by Guarantor of its obligations hereunder or thereunder, as the case may be, will (a) conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, rule or regulation applicable to Guarantor or any order, injunction or decree of any court or governmental instrumentality or of any bond, debenture, note, mortgage, deed of trust, indenture, agreement or other instrument to which Guarantor is now a party or by which it may be bound, or constitute a default thereunder, or (b) result in the creation or imposition of any claim, lien, security interest, charge or other encumbrance of any nature whatsoever upon any property of Guarantor pursuant to the terms of any such agreement or instrument.

(c) **Consents.** Neither the execution and delivery by Guarantor of this Agreement, nor the performance by Guarantor of its obligations hereunder requires the consent, authorization or approval of, the giving of notice to, or the registration with, or the taking of any other action in respect of, any federal, state or foreign governmental authority or agency, pursuant to any law, rule or regulation applicable to Guarantor or pursuant to any order, injunction or decree of any such authority or agency, any creditor of Guarantor, or any other person or entity.

(d) **Authority.** Guarantor has all requisite power and authority to perform the terms of this Agreement.

(e) **Defaults.** No default or event of default of Guarantor has occurred and is continuing under the Guaranties and, except as otherwise disclosed to Lender in writing, all representations and warranties of Guarantor made in the Guaranties are true and correct as if made as of the date hereof.

(f) **Reaffirmation.** Guarantor acknowledges and (i) agrees to and ratifies the terms and conditions set forth in this Agreement and the Guaranties, (ii) agrees, represents and warrants that no oral or other agreements, understandings, representations or warranties exist with respect to the Guaranties or with respect to the obligations of Guarantor thereunder or under any other Loan Document; (iii) agrees that nothing in this Agreement in any way impairs or lessens its liabilities under the Guaranties; (iv) agrees that Guarantor has entered into and delivered this Agreement of their own free will, voluntarily and without coercion or duress of any kind, and have been represented in connection herewith by counsel of their choice and are fully aware of the terms contained in this Agreement; and (v) reaffirms the continuing validity of each of the Guaranties and represents, warrants and confirms the non-existence of any offsets, defenses or counterclaims to their obligations thereunder as of the date hereof.

4.3 **Accuracy of Representations.** Neither this Agreement, nor any document, certificate or statement referred to herein or furnished to Lender by Guarantor pursuant hereto contains any untrue statement of a material fact or omits to state a material fact.

5. MISCELLANEOUS PROVISIONS.

5.1 **Waiver.** No failure on Lender's part at any time to require the performance by any Borrower Party of any term of this Agreement shall in any way affect Lender's rights to enforce such term, nor shall any waiver by Lender of any term hereof be taken or held to be a waiver of any other term hereof or of any breach or subsequent breach hereof. Each Borrower Party waives any defense arising by reason of any disability or other defense of any other person obligated with respect to the Loan, or by reason of the cessation from any cause whatsoever of the liability of such Borrower Party or any other such person.

5.2 **Expenses.** Borrower will pay and hold Lender harmless against any liability for the payment of all out-of-pocket expenses, incurred by Lender in connection with the preparation and execution

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of this Agreement, Lender's performance of and compliance with the terms hereof, the procuring of title insurance, collection efforts, and the enforcement of Lender's rights and remedies hereunder.

5.3 **Reserved.**

5.4 **Sole Parties.** This Agreement is made exclusively for the benefit of and solely for the protection of Lender (and to the extent applicable, the Lender Parties) and Borrower Parties (and their permitted successors and assigns), and no other person or persons shall have the right to enforce the provisions hereof by action or legal proceedings or otherwise.

(a) **Binding Effect and Amendment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be amended, altered or changed only by an instrument in writing signed by both parties.

5.5 **Interpretation.** Whenever the context so requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The headings used in this Agreement are inserted solely for the convenience of reference and are not part of, nor intended to govern, limit or aid in the construction of, any term or provision hereof.

5.6 **Applicable Law.** This Agreement shall be determined as to its validity, construction, effect and enforcement, and in all other respects of the same or different nature, in accordance with the laws of Illinois applicable to contracts made and performed in such state (without regard to principles of conflict laws) and any applicable law of the United States of America.

5.7 **Loan Document.** This Agreement shall constitute one of the Loan Documents.

5.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

5.9 **Further Assurances.** From time to time, each party will execute and deliver in recordable form, if necessary, such further instruments and will take such other action as the other party reasonably may request in order to discharge and perform their obligations and agreements under this Agreement.

5.10 **Time of Essence.** Time is of the essence in this Agreement.

5.11 **Entire Agreement.** This Agreement, the applicable Existing Loan Documents to which each Borrower Party is a party and the exhibits attached thereto constitute the entire agreement of the Borrower Parties a party thereto and Lender concerning the transactions contemplated by this Agreement and supersede and cancel any and all previous negotiations, arrangements, agreements, understandings or letters of interest or intent.

5.12 **References to Loan Documents.** All references to the Note, the Security Instrument or to other Existing Loan Documents shall be deemed to refer to the same, as amended by this Agreement. In the event of a conflict between this Agreement and the Existing Loan Documents, this Agreement will prevail.

5.13 **Brokers.** Each of the Borrower Parties represents and warrants to Lender, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement or to its knowledge is in any way connected with any of such transactions. In the event of a claim for broker's or finder's fee or commissions in connection herewith, Borrower shall indemnify, protect, defend and hold Lender harmless from and against the same if it shall be based upon any statement

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or agreement alleged to have been made by any Borrower Party. The indemnification obligations under this paragraph shall survive the closing of the transaction contemplated hereunder or the earlier termination of this Agreement.

5.14 **Assignment.** No Borrower Party may assign any rights under this Agreement.

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Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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IN WITNESS WHEREOF, Borrower, Guarantor and Lender do hereby execute this Agreement as of the day and date set forth above.

BORROWER:

SVAP STATE STREET, L.P.,
a Delaware limited partnership

By: SVAP STATE STREET GP, LLC, a Delaware limited liability company, its general partner

By: SVAP GP, LLC, a Delaware limited liability company, its manager

By: [Signature]
Name: GREG MORRIS
Title: VICE PRESIDENT



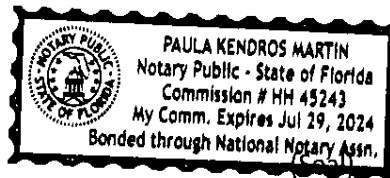
STATE OF Florida
COUNTY OF Palm Beach, ss

I, Paula Martin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Greg Morris, the Vice President of SVAP GP, LLC, a Delaware limited liability company, the manager of SVAP STATE STREET GP, LLC, a Delaware limited liability company, the general partner of SVAP STATE STREET, L.P., a Delaware limited partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 30 day of April, 2021.

[Signature]
Notary Public

My commission expires on: July 29, 2024



[SIGNATURES TO THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND OTHER LOAN DOCUMENTS CONTINUE ON FOLLOWING PAGE(S)]

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SVAP STATE STREET II, L.P.,
a Delaware limited partnership

By: SVAP STATE STREET II GP, LLC, a
Delaware limited liability company, its
general partner

By: SVAP GP, LLC, a Delaware limited
liability company, its manager

By: [Signature]
Name: GREG MORRIS
Title: VICE PRESIDENT

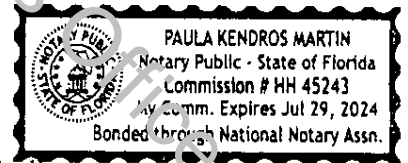


STATE OF FLORIDA)
COUNTY OF PALM BEACH) :SS

I, Paula Martin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Greg Morris, the Vice President of SVAP GP, LLC, a Delaware limited liability company, the manager of SVAP STATE STREET II GP, LLC, a Delaware limited liability company, the general partner of SVAP STATE STREET II, L.P., a Delaware limited partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 30 day of April, 2021.

[Signature]
Notary Public



My commission expires on: July 29, 2024

(Seal)

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SVAP STATE STREET III, L.P.,
a Delaware limited partnership

By: SVAP STATE STREET III GP, LLC, a
Delaware limited liability company, its
general partner

By: SVAP GP, LLC, a Delaware limited
liability company, its manager

By: [Signature]
Name: GREG MEERS
Title: VICE PRESIDENT

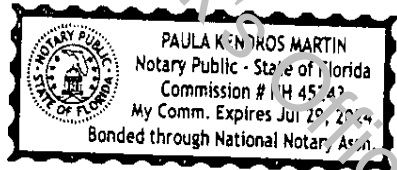


STATE OF Florida)
COUNTY OF Palm Beach) :SS

I, Paula Martin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Greg Meers, the Vice President of SVAP GP, LLC, a Delaware limited liability company, the manager of SVAP STATE STREET III GP, LLC, a Delaware limited liability company, the general partner of SVAP STATE STREET III, L.P., a Delaware limited partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 30 day of April, 2021

[Signature]
Notary Public



My commission expires on: July 29, 2024

(Seal)

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SVAP STATE STREET IV, L.P.,
a Delaware limited partnership

By: SVAP STATE STREET IV GP, LLC, a
Delaware limited liability company, its
general partner

By: SVAP GP, LLC, a Delaware limited
liability company, its manager

By: [Signature]
Name: Greg Morris
Title: VICE PRESIDENT



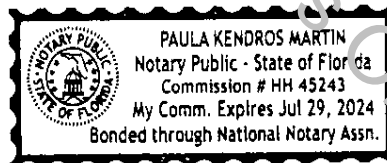
STATE OF Florida)
COUNTY OF Palm Beach) :ss

I, Paula Martin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Greg Morris, the Vice President of SVAP GP, LLC, a Delaware limited liability company, the manager of SVAP STATE STREET IV GP, LLC, a Delaware limited liability company, the general partner of SVAP STATE STREET IV, L.P., a Delaware limited partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 30 day of April, 2021

[Signature]

Notary Public



My commission expires on: July 29, 2024

(Seal)

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STERLING VALUE ADD PARTNERS, L.P.,
a Delaware limited partnership

By: SVAP GP, LLC, a Delaware limited liability
company, its General Partner

By: [Signature]
Name: GREG MORRIS
Title: VICE PRESIDENT

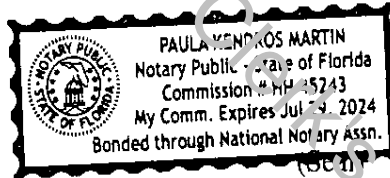


STATE OF Florida)
COUNTY OF Palm Beach) :SS

I, Paula Martin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Greg Morris, the Vice President of SVAP GP, LLC, a Delaware limited liability company, the General Partner of STERLING VALUE ADD PARTNERS, L.P., a Delaware limited partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 30 day of April, 2021.

[Signature]
Notary Public



My commission expires on: July 29 2024

[SIGNATURES TO THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND OTHER LOAN DOCUMENTS CONTINUE ON FOLLOWING PAGE(S)]

UNOFFICIAL COPY

STERLING VALUE ADD PARTNERS (NR), L.P.,
a Delaware limited partnership

By: SVAP GP, LLC, a Delaware limited liability
company, its General Partner

By: [Signature]
Name: GREG MOLDS
Title: VICE PRESIDENT

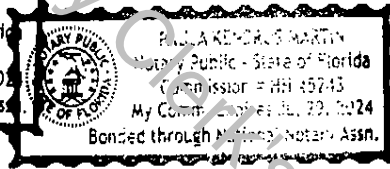
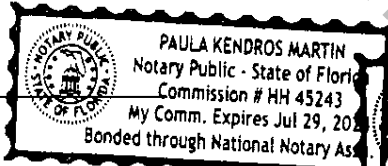


STATE OF Florida)
COUNTY OF Palm Beach) :SS

I, Paula Martin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Greg Molds, the vice president of SVAP GP, LLC, a Delaware limited liability company, the General Partner of STERLING VALUE ADD PARTNERS (NR), L.P., a Delaware limited partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 30 day of April, 2021.

[Signature]
Notary Public



My commission expires on: July 29 2024

(Seal)

[SIGNATURES TO THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND OTHER LOAN DOCUMENTS CONTINUE ON FOLLOWING PAGE(S)]

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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.

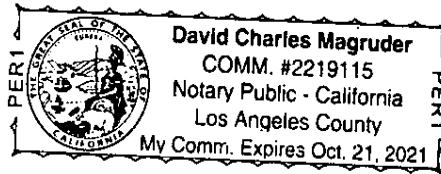
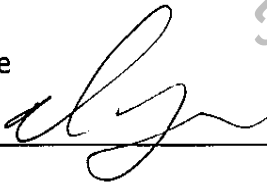
STATE OF CALIFORNIA)SS
COUNTY OF LOS ANGELES)

On May, 2021, before me, David Charles Magruder, Notary Public, personally appeared **Dean Chang**, 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



My Commission Expires: October 21, 2021

This area for official notarial seal

Notary Name: David Charles Magruder
Notary Registration Number: 2219115

Notary Phone: 310-405-7484
County of Principal Place of Business: Los Angeles

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Real property located in Cook County, Illinois, more particularly described as follows:

PARCEL 1:

THE NORTH 22 AND 1/2 FEET OF SUB-LOT 2 (EXCEPT THAT PART THEREOF TAKEN FOR THE WIDENING OF STATE STREET AND EXCEPT THE EAST 9 FEET TAKEN FOR USE OF THE ALLEY) OF LOT 3 IN BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF LOTS IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES THE PROPERTY IS COMMONLY KNOWN AS: 215 SOUTH STATE STREET, CHICAGO, IL 60604; PIN: 17-15-104-003

PARCEL 2:

THE SOUTH 1/2 (EXCEPT THE NORTH 2 1/2 FEET THEREOF) OF SUB-LOT 2 OF LOT 3 AND THE NORTH 3/4 OF SUB-LOT 1 OF LOT 6 (EXCEPTING FROM SAID SUB-LOTS THE WEST 27 FEET THEREOF TAKEN FOR WIDENING OF STATE STREET AND THE EAST 9 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF LOTS IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES THE PROPERTY IS COMMONLY KNOWN AS: 217 SOUTH STATE STREET, CHICAGO, IL 60604; PIN: 17-15-104-022

PARCEL 3:

THE SOUTH 1/4 OF THE WEST 144 FEET OF THE EAST 152 FEET OF SUB-LOT 1 ALSO THE WEST 144 FEET OF THE EAST 153 FEET OF SUB-LOT 2, BOTH IN LOT 6 IN BLOCK 6 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, SOMETIMES DESCRIBED AS THE SOUTH 1/4 OF THE EAST 144 FEET OF SUB-LOT 1 AND THE EAST 144 FEET OF SUB-LOT 2 IN BLOCK 6 IN CANAL TRUSTEES' SUBDIVISION OF LOTS IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY AS: 225-227 SOUTH STATE STREET, CHICAGO, IL 60604; PIN: 17-15-104-023.

PARCEL 4:

THE SOUTH 1/2 OF SUB-LOT 1 OF LOT 3 (EXCEPT THAT PART THEREOF TAKEN FOR THE WIDENING OF STATE STREET AND EXCEPT THE EAST 9 FEET TAKEN FOR USE OF THE ALLEY) IN BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF LOTS IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES THE PROPERTY IS COMMONLY KNOWN AS: 213 SOUTH STATE STREET, CHICAGO, IL 60604; PIN: 17-15-104-002.