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Karen A. Yarbrough
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SECOND AMENDMENT TO CONSTRUCTION MORTGAGE

This **SECOND AMENDMENT TO CONSTRUCTION MORTGAGE** ("**Agreement**") is made as of September 15, 2021, by (**SOUTHPORT STAY LLC**, an Illinois limited liability company ("**Borrower**"), and **MIDFIRST BANK**, a federally chartered savings association ("**Lender**").

Factual Background

1. On July 31, 2018, Lender previously extended to Borrower a \$22,600,000.00 (the "**Loan**"). The terms of the Loan are set forth in that certain Building Loan Agreement/Disbursement Schedule, dated July 31, 2018, by Borrower and Lender (as amended from time to time, collectively, the "**Loan Agreement**").

2. The Loan is evidenced by a Promissory Note, dated July 31, 2018 (as amended from time to time, the "**Note**"), made payable to Lender in the stated principal amount of \$22,600,000.00. The Note is secured by that certain Construction Mortgage, Assignment of Rent, Security Agreement and Fixture Filing, dated July 31, 2018, by Borrower in favor of Lender, (as amended by the First Amendment to Construction Mortgage, the "**Security Instrument**") recorded of August 1, 2018, as Document No. 1821312029 in the Official Records of Cook County, State of Illinois, which Security Instrument encumbers that certain real property known as "The Lofts on Southport", and located at 2071 N. Southport Avenue, Chicago, IL 60614 (the "**Property**"), as more particularly described on Exhibit A attached hereto.

3. Contemporaneously herewith, Lender and Borrower are entering into that certain Fifth Loan Modification Agreement, dated of even date herewith (the "**Modification Agreement**"), pursuant to which, among other things, Lender has agreed to modify certain terms of the Loan in accordance with the terms of the Modification Agreement.

4. As used herein, the term "**Loan Documents**" means the Note, the Security Instrument and all other "Loan Documents" described in the Modification Agreement, as each is modified by the Modification Agreement.

Agreement

Therefore, Borrower and Lender agree as follows:

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A. Incorporation; Defined Terms. The Modification Agreement is incorporated in this Agreement by this reference, the same as though set forth herein in full. Defined terms used herein and not otherwise defined shall have the meanings set forth in the Security Instrument. The Cross Default and Cross-Collateralization provisions of Schedule B attached hereto shall apply.

B. Amended Indebtedness. The Security Instrument is modified to secure payment and performance of the Loan as amended to date and as amended in accordance with the Modification Agreement, in addition to all other "*Indebtedness*" as therein defined.

C. Successors and Assigns. This Agreement and all provisions hereof, including, but not limited to, all representations and warranties made herein, shall extend to and be binding upon and inure to the benefit of the respective heirs, legatees, legal representatives, successors and assigns of the parties hereto and their third party beneficiaries.

D. Modification of Other Loan Documents. The Note and the Security Instrument are hereby modified in accordance with this Agreement. The terms and provision of the Note and the Security Instrument, and other loan documents which are not expressly modified herein shall remain unchanged and in full force and effect.

E. Disclaimer of Novation, Extinguishment and Discharge. Except as expressly set forth herein, the parties hereto expressly disclaim any intent to effect a novation or an extinguishment or discharge of any of the Borrower's obligations under the Loan Documents. Except as expressly modified hereby, each loan document remains in full force and effect and is hereby confirmed and ratified in all respects.

F. Severability. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. Voluntary Execution. Borrower has thoroughly read and reviewed the terms and provisions of this Agreement and is familiar with the same, has executed this Agreement voluntarily, in the absence of coercion or duress, has been afforded the opportunity to engage counsel in the negotiation and delivery of this Agreement, and understands the terms hereof and intends to be legally bound by the same. Borrower and Lender have negotiated this Agreement at arms-length and no provision is to be construed more strictly against one party than the other.

H. No Joint Venture. Nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship between Borrower, Lender, or any of their third party beneficiaries.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

J. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one original instrument.

[Signature(s) to follow]

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Executed as of the date first above written.

BORROWER:

SOUTHPORT STAY LLC,
an Illinois limited liability company

By HOA Chicago LLC,
an Iowa limited liability company,
its Manager

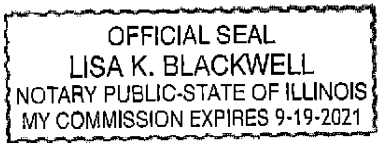
By: *[Signature]*
Name: Michael L. Whalen
Title: Manager

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND)

On SEPTEMBER 15, 2021, before me, LISA K. BLACKWELL (a notary public),
personally appeared MICHAEL L. WHALEN 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
acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of
Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



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Exhibit A

LEGAL DESCRIPTION

The Land is described as follows:

Parcel 1:

Lots 25 to 39 in Block 2 in the Subdivision of Block 13 in Sheffield's Addition to Chicago In the Northwest 1/4 of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 26.6 Feet of that Part of the East and West 10 Foot Strip of Land (Formerly a Public Alley) North of and Adjoining the North Line of Lot 34 in Block 2 in Sheffield's Nursery Subdivision of Block 13 in Sheffield's Addition to Chicago Aforesaid, Said West 26.6 Feet of said Land being further Described as:

The West 16.44 Feet Measured on the North Line of said East and West 10 Foot Strip of Land in the Block Bounded by Clybourn Avenue , Kingstury Street, herndon Street and Southport Avenue, the same being that Part of said East and West Alley vacated by an Ordinance passed by the City Council of the City of Chicago on December 10, 1915 a Copy of which Ordinance was recorded In the Recorder's Office of Cook County, Illinois On December 23, 1915 in Book 13100 Page 238 as Document 5775480, all in Cook County, Illinois.

PIN's: 14-32-128-019-000/14-32-128-0120-000/14-32-128-021-000

Address: 2071 N. Southport Avenue, Chicago, IL 60614

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Schedule B

CROSS-DEFAULT AND CROSS COLLATERALIZATION

1.1 Additional Security. In addition to the obligations herein, Borrower shall also be subject to the payment and performance of all obligations secured by:

(a) The Anixter Security Instrument made by Anixter Borrower in connection the Anixter Loan, which Anixter Security Instrument secures a lien on the Anixter Property;

(b) In addition, the obligations secured by the Anixter Security Instrument shall also secure the payment and performance of all obligations secured by this Loan.

(c) An Event of Default under the Anixter Loan Documents, and/or the Anixter Security Instrument, shall, at Lender's option, constitute an Event of Default hereunder.

(d) An Event of Default hereunder shall, at Lender's option, constitute an Event of Default under the Anixter Loan Documents.

(e) Borrower waives all rights to have all or part of the Collateral described herein and the Property marshalled upon any foreclosure of the Anixter Security Instrument or the exercise of Borrower's rights and remedies hereunder. Lender shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Property and Collateral described in either or both of said security instruments as a whole or in separate parcels, in any order that Lender may designate. Borrower makes this waiver for itself, for all persons and entities claiming through or under Borrower and for persons and entities who may acquire a lien or security interest on all or any part of the Anixter Loan and Collateral described in the Anixter Security Instrument or herein.

(f) Borrower represents and warrants that the lien of the Anixter Security Instrument is a lien on the Property described therein and covered thereby and that the provisions of this Agreement will not cause intervening liens to become prior to the lien of the Anixter Security Instrument. If any intervening lien exists or hereafter arises, Borrower shall cause the same to be released or subordinated to the lien of the Anixter Security Instrument, without limiting any Anixter Loan right or remedy available to Lender.

(g) Borrower further warrants that Borrower has no legal or equitable claim against any Borrower which would be prior to the lien of the Anixter Security Instrument, or which would entitle Borrower to a judgment entitling Borrower to an equitable lien on all or any portion of that property prior in lien to the Anixter Security Instrument.

(h) Except as supplemented and/or modified by this Security Instrument, all of the covenants and conditions of the Anixter Security Instrument and the Anixter Loan Documents executed in connection therewith shall remain in full force and effect.

1.2 Termination. Upon repayment in full of Tranche B of the Anixter Loan (including the Tranche B Exit Fee) pursuant to the terms and provisions therein, the cross default and cross collateralization provisions of this Section 1.2, shall be null and void.

1.3 Definitions. The following definitions shall apply to the Section 8:

"Anixter Borrower": Annexation LLC, an Illinois limited liability company..

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"Anixter Loan": The Loan made to Anixter Borrower in an amount equal to \$31,330,000.00.

"Anixter Loan Documents": The loan agreement, the Anixter Security Instrument, the environmental indemnity agreement, and all other instruments evidencing, guarantying, securing, governing or relating to the Anixter Loan, and all amendments, modifications, renewals, substitutions and replacements of any of the foregoing Anixter Loan Documents.

"Anixter Property": That certain real property known as "The Lofts on Clybourn", and located at 2032 N. Clybourn Avenue, in Chicago, IL 60614.

"Anixter Security Instrument": That certain Construction Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated September 15, 2021, by Anixter Borrower in favor of Lender concerning the Anixter Property.

Property of Cook County Clerk's Office