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Karen A. Yarbrough
Cook County Clerk
Date: 06/14/2022 09:13 AM Pg: 1 of 8

**This document prepared by and after
Recording return to:**

Applegate & Thorne-Thomsen PC
425 South Financial Place Suite 1900
Chicago, Illinois 60605
Attn: Gregory C. Whitehead

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

**THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS AND TO
ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of June 6, 2022, by
WILSON & TERESE HUNT, LLC, an Illinois limited liability company ("Borrower"), for the
benefit of FIFTH THIRD BANK, NATIONAL ASSOCIATION, its successors and assigns (the
"Lender").**

WITNESSETH:

Pursuant to that certain Loan Agreement dated December 14, 2021 between Borrower and Lender (said Loan Agreement and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Loan Agreement"; any terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement), Lender made a loan to Borrower (the "Loan") in an amount not to exceed Nine Million Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$9,775,000.00),

To secure the repayment of the Loan, Borrower executed and delivered to Lender (i) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated December 14, 2021 and recorded in the Office of the Cook County, Illinois Recorder of Deeds on December 17, 2021 as Document No. 2135133408 (the "Security Instrument") and (ii) that certain Assignment of Leases and Rents dated December 16, 2021 and recorded in the Office of the Cook County, Illinois Recorder of Deeds on December 17, 2021 as Document No. 2135133409 (the "Assignment of Leases") encumbering the real property described on Exhibit A attached hereto which instruments were amended pursuant to an Amendment to Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents and to Assignment of Leases and rents dated as of April 1, 2022 and recorded in the Office of the Cook County, Illinois Recorder of Deeds on May 6, 2022 as Document No. 2212604021.

In addition to securing repayment of the Loan, the Security Instrument and the Assignment of Leases secured certain other "Additional Loans" as described therein. The terms of one of the Additional Loans have changed and Borrower and Lender desire to amend the Security Instrument and the Assignment of Leases to reflect the larger amount of that certain Additional Loan.

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NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereby agree as follows:

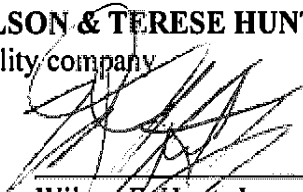
1. The Obligations secured by the Security Instrument and the Assignment of Leases shall continue to include the Additional Loans, as hereby restated: (i) loans to Guarantor in the amounts of \$38,000,000 (Revolving), \$2,083,333.30 (Term), \$452,774.51 (Capex) and \$3,250,000 (Capex II), (ii) loan to Borrower's affiliates 2800 Bannockburn, LLC and 2800 Lakeside LLC in the amount of \$26,301,000 and (iii) loan to Borrower's affiliate Ryan Hunt, LLC in the amount of \$1,445,000.
2. Section 23(c) of the Security Instrument is hereby amended by deleting the sum "\$158,925,698.18" and replacing it with the sum "\$162,614,215.62."
3. Borrower hereby remakes and reaffirms each of the covenants, warranties and waivers set forth in the Security Instrument and the Assignment of Leases.
4. **JURISDICTION AND VENUE.** BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AMENDMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE SECURITY INSTRUMENT. BORROWER WAIVES ANY CLAIM THAT ANY SUCH JURISDICTION IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

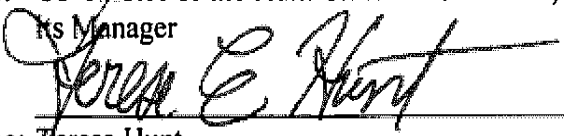
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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the day and year first above written.

BORROWER:

WILSON & TERESE HUNT, LLC, an Illinois limited liability company

By: 
Name: Wilson F. Hunt, Jr.
Title: Co-Trustee of the Hunt Children Gift Trust,
its Manager

By: 
Name: Terese Hunt
Title: Co-Trustee of the Hunt Children Gift Trust,
its Manager

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____
Name: Michael Heaton
Title: Assistant Vice President

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

BORROWER:

WILSON & TERESE HUNT, LLC, an Illinois limited liability company

By: _____
Name: Wilson F. Hunt, Jr.
Title: Co-Trustee of the Hunt Children Gift Trust,
its Manager

By: _____
Name: Terese Hunt
Title: Co-Trustee of the Hunt Children Gift Trust,
its Manager

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By:  _____
Name: Michael Heaton
Title: Assistant Vice President

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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 Wilson F. Hunt, Jr., Co-Trustee of the Hunt Children Gift Trust, Manager of WILSON & TERESE HUNT, LLC, 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 limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of June, 2022.

Janice M Sisk
Notary Public

My Commission Expires:

09/05/2022



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STATE OF Illinois)
) SS.
COUNTY OF Cook)

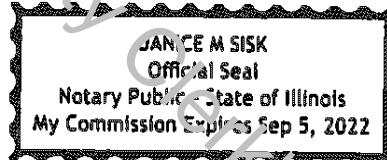
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Terese Hunt, Co-Trustee of the Hunt Children Gift Trust, Manager of WILSON & TERESE HUNT, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of June, 2022.

Jamce M Sisk
Notary Public

My Commission Expires:

09/05/2022



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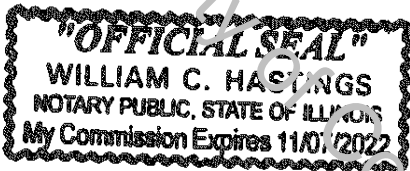
STATE OF IL)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Michael Heaton, the Assistant Vice President of FIFTH THIRD BANK, NATIONAL 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 bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of June, 2022.



Notary Public



My Commission Expires:

November 7th, 2022

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EXHIBIT A

LEGAL DESCRIPTION

LOT "A" IN SEEBURG'S FIRST RESUBDIVISION OF LOT 3 (EXCEPT THE NORTH 250.0 FEET THEREOF) AND THAT PART OF LOT 4, LYING WEST OF A LINE 300.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF WILLIS AVENUE (EXCEPT THEREFROM THE NORTH 250.0 FEET) ALL IN WHEELING INDUSTRIAL CENTER SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 OF CORNER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE RUN NORTHERLY ALONG THE WEST LINE OF SAID SECTION 14, FOR A DISTANCE OF 522.33 FEET; THENCE RUN EAST 50.0 FEET TO AN IRON STAKE IN THE EAST LINE OF WHEELING ROAD AT THE SOUTHWEST CORNER OF SAID LOT 3 OF SEEBURG'S FIRST RESUBDIVISION OF WHEELING INDUSTRIAL CENTER SUBDIVISION, THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, WHICH POINT IS ALSO 695.52 FEET SOUTHERLY ALONG THE EAST LINE OF WHEELING ROAD FROM THE INTERSECTION OF THE EAST LINE OF WHEELING ROAD AND THE SOUTH LINE OF ALICE STREET; THENCE FROM SAID POINT OF BEGINNING RUN NORTHERLY ALONG THE EAST LINE OF WHEELING ROAD FOR A DISTANCE OF 445.52 FEET TO A IRON STAKE; THENCE TURN AN ANGLE OF 89 DEGREES, 56 MINUTES, 26 SECONDS TO THE RIGHT AND RUN PARALLEL TO THE SOUTH LINE OF ALICE STREET FOR A DISTANCE OF 866.58 FEET TO AN IRON STAKE; THENCE TURN AN ANGLE OF 90 DEGREES, 02 MINUTES, 28 SECONDS TO THE RIGHT AND RUN PARALLEL TO THE WEST LINE OF WILLIS AVENUE FOR A DISTANCE OF 445.52 FEET TO AN IRON STAKE IN THE SOUTH LINE OF SAID LOT 4 OF SEEBURG'S FIRST RESUBDIVISION OF WHEELING INDUSTRIAL CENTER SUBDIVISION; THENCE TURN AN ANGLE OF 89 DEGREES, 57 MINUTES, 32 SECONDS TO THE RIGHT AND RUN ALONG THE SOUTH LINES OF SAID LOTS 4 AND 3 FOR A DISTANCE OF 866.74 FEET, MORE TO THE POINT OF BEGINNING

Property Address: 1175 Wheeling Road, Wheeling, Illinois

PIN No.: 03-14-102-015-0000