

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 07/14/2022 12:58 PM Pg: 1 of 7

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1. Title of Document: AMENDMENT NO. 1 TO MORTGAGE
2. Date of Document: June 30, 2022
3. Grantor: NP Avenue C, LLC  
NP Avenue O Building B, LLC  
c/o NorthPoint Development, LLC  
4825 NW 41<sup>st</sup> Street, Suite 500  
Riverside, Missouri 64150  
Attn: Nathaniel Hagedorn
4. Grantee: CROSSFIRST BANK  
4622 Pennsylvania Avenue Suite 1500  
Kansas City, Missouri 64112
5. Legal Description: See Exhibit A annexed to the document.
6. Permanent Index No: 26-19-400-013-0000; 26-19-400-014-0000; 26-19-400-015-0000;  
26-19-400-017-0000; 26-19-400-018-0000
7. Address: 3300 E. 122<sup>nd</sup> Street, Chicago, IL 60633

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

Scott P. Smalley  
Stinson LLP  
1201 Walnut Street, Suite 2900  
Kansas City, Missouri 64106

When Recorded Return To: LSV  
First American Title Insurance Company  
National Commercial Services  
1201 Walnut, Suite 700  
Kansas City, MO 64106  
File No: NCS 1073099A

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## AMENDMENT NO. 1 TO MORTGAGE

This AMENDMENT NO. 1 TO MORTGAGE (this “**Amendment**”) is made as of June 30, 2022, by **NP AVENUE O, LLC**, a Missouri limited liability company (“**Parent**”), **NP AVENUE O BUILDING B, LLC**, a Missouri limited liability company (“**PropCo**” and, together with Parent, the “**Mortgagor**”), each with an address of c/o NorthPoint Development, LLC, 4825 NW 41<sup>st</sup> St., Ste. 500, Riverside, Missouri 64150, for the benefit of **CROSSFIRST BANK**, a Kansas state-chartered bank, having an address at 4622 Pennsylvania Ave., Ste. 1500, Kansas City, Missouri 64112 (“**Lender**”).

### RECITALS

A. Borrower executed that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 1, 2021, executed by Borrower in favor of Lender, and recorded on December 3, 2021 with the Cook County Clerk as Document No. 2133701092 (as amended, modified, restated or supplemented from time to time, the “**Security Instrument**”), which encumbers certain Property relating to the land in Cook County, Illinois described on Exhibit A attached hereto (the “**Land**”). Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings assigned to them in the Security Instrument.

B. Contemporaneously with the execution and delivery of this Amendment, Borrower and Lender are entering into a First Modification Agreement dated of even date herewith, pursuant to which Lender has agreed to modify the terms of the Construction Loan Agreement dated as of December 1, 2021 between Borrower and Lender (the “**Loan Agreement**”) to increase the principal amount of the loan evidenced thereby from \$29,190,000 to \$35,979,240.

C. Borrower and Lender enter into this Amendment to modify the description of indebtedness secured by the Security Instrument, and for the other purposes more specifically set forth below.

### AGREEMENT

In consideration of the mutual covenants of the parties hereto, the parties agree as follows:

1. **Amendment to Security Instrument.** The Security Instrument is hereby modified by deleting Recitals A and B set forth therein and replacing them with the following:

A. This Security Instrument is given to secure a loan (the “**Loan**”) in the principal amount of \$35,979,240.00 or so much thereof as may be advanced pursuant to that certain Construction Loan Agreement dated as of December 1, 2021 between Borrower and Lender, as amended by that certain First Modification Agreement dated as of June 30, 2022 between Borrower and Lender (collectively, and as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).

B. The Loan is evidenced by that certain Amended and Restated Promissory Note dated as of June 30, 2022, made by Borrower and payable to the order of Lender in the original principal amount of \$35,979,240.00 (as amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the “**Note**”), which Note is an amendment and restatement (and not a novation of) of that certain Promissory Note dated as of December 1, 2021 made by Borrower and payable to the order of Lender in the original principal amount of \$29,190,000.00.

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2. **No Other Modifications.** Except as expressly set forth herein, all the terms and conditions of the Security Instrument will remain unmodified and in full force and effect, and Borrower confirms and ratifies such Security Instrument and agrees to perform and comply with the terms and conditions of the Security Instrument, as modified herein.

3. **No Impairment.** Nothing in this Amendment will be deemed to or will in any manner prejudice or impair the Security Instrument. This Amendment will not constitute an alteration, waiver, annulment or variation of the liens and encumbrances of the Security Instrument, or the terms and conditions of or any rights, powers, or remedies under the Security Instrument.

4. **Applicable Law.** This Amendment has been negotiated, executed and delivered in the State of Missouri, and shall be construed and enforced in accordance with the laws of the State of Missouri (without reference to the choice of law or conflicts of law principles).

5. **Binding Agreement.** This Amendment will be binding upon and inure to the benefit of the parties to this Amendment and their respective successors and assigns.

6. **Counterparts.** This Amendment may be executed in separate counterparts and all such counterparts when combined will constitute one agreement.

[signature pages follow]

Property of Cook County Clerk's Office

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This Amendment has been executed by Mortgagor and Lender as of the date first above written.

**MORTGAGOR:**

**NP AVENUE O, LLC**

By: NPD Management, LLC, a Missouri limited liability company, its Manager

By: \_\_\_\_\_  
Nathaniel Hagedorn, Manager

STATE OF Missouri )  
COUNTY OF Clay ) ss.

On this 23<sup>rd</sup> day of June, 2022, before me, a Notary Public in and for said State, personally appeared Nathaniel Hagedorn, to me personally known, the Manager of NPD Management, LLC, as the manager for NP AVENUE O, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Clay County the day and year last above written.



Printed Name: Sarah Canedy  
Notary Public in and for said State  
Commissioned in Clay County

My Commission Expires:

Jan. 20, 2025

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**NP AVENUE O BUILDING B, LLC**

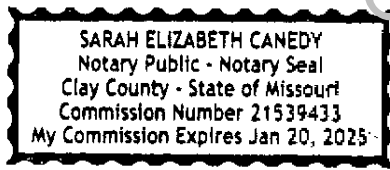
By: NPD Management, LLC, a Missouri limited liability company, its Manager

By: \_\_\_\_\_  
Nathaniel Hagedorn, Manager

STATE OF Missouri )  
  ) ss.  
COUNTY OF Clay )

On this ~~22<sup>nd</sup>~~ day of ~~November, 2021~~, June 2022, before me, a Notary Public in and for said State, personally appeared Nathaniel Hagedorn, to me personally known, the Manager of NPD Management, LLC, as the manager for NP AVENUE O BUILDING B, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Clay County the day and year last above written.

(SEAL)  Printed Name: Sarah Canedy  
Notary Public in and for said State  
Commissioned in Clay County

My Commission Expires:  
Jan. 20, 2025

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This Amendment has been executed by Mortgagor and Lender as of the date first above written.

**LENDER:**


**CROSSFIRST BANK,**  
a Kansas state-chartered bank

By:   
Andrew Gillenwater  
Commercial Real Estate Banker

STATE OF Missouri )  
COUNTY OF Jackson ) ss.

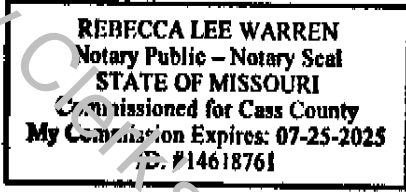
On this 25<sup>th</sup> day of June, 2022, before me, appeared Andrew Gillenwater to me personally known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he/she is a Commercial Real Estate Banker of CrossFirst Bank, and that said instrument was signed on behalf of said banking corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

  
Print Name: REBECCA LEE WARREN  
Notary Public in and for said County and State

My Commission Expires:

07-25-2025



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## EXHIBIT A Legal Description of Land

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS: BEGINNING AT A POINT LYING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19 AND LYING 65.00 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE WESTERLY RIGHT OF WAY LINE OF S. AVENUE "O" SAID LINE BEING PARALLEL WITH AND 65.00 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 782.10 FEET TO A POINT ON THE SOUTHERN LINE OF THE NORTHERN 815.05 FEET OF THE SOUTHEAST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST PARALLEL WITH AND 815.05 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19 A DISTANCE OF 15.00 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF S. AVENUE "O": PER A DEDICATION RECORDED JUNE 25, 1930 AS DOCUMENT NUMBER 10690326 IN THE OFFICE OF COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE "O"; SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 1,517.60 FEET; THENCE SOUTH 44 DEGREES 31 MINUTES 18 SECONDS WEST 98.37 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS WEST 558.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 417.00 FEET AND AN ARC DISTANCE OF 125.61 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 29 MINUTES 13 SECONDS WEST 125.13 FEET; THENCE NORTH 72 DEGREES 51 MINUTES 29 SECONDS WEST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 150.40 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 46 MINUTES 41 SECONDS WEST 149.79 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 05 SECONDS WEST 133.55 FEET; THENCE NORTH 46 DEGREES 04 MINUTES 03 SECONDS WEST 99.63 FEET TO A POINT ON THE EASTERN LINE OF THE 80.00 FOOT WIDE FORMERLY VACATED S. BURLEY AVENUE AND RESERVATION OF EASEMENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED MAY 2, 1968 AS DOCUMENT NUMBER 20477960 IN THE OFFICE OF THE COOK COUNTY RECORDER (HEREINAFTER REFERRED TO AS "RESERVATION"); THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE EASTERN LINE OF SAID "RESERVATION" STRIP A DISTANCE OF 2,159.92 FEET; THENCE NORTH 44 DEGREES 10 MINUTES 28 SECONDS EAST 97.83 FEET TO A POINT ON A LINE LYING 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST ALONG A LINE PARALLEL WITH AND 33.00 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1,137.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 64.573 ACRES, MORE OR LESS.

APN: 26-19-400-013-0000; 26-19-400-014-0000; 26-19-400-016-0000; 26-19-400-017-0000; 26-19-400-018-0000