



Doc# 2220942042 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/28/2022 03:00 PM PG: 1 OF 8

This instrument prepared by and after recording return to:

Steven F. Ginsberg, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago Illinois 60606

Property Identification Number(s):

07-13-101-015-0000

Common Address(es):

915-955 National Parkway
Schaumburg, Illinois 60173

[Above space reserved for recording information.]

FIRST AMENDMENT TO DOCUMENTS OF RECORD

This **FIRST AMENDMENT TO DOCUMENTS OF RECORD** (this "Amendment") is made as of the 22nd day of July, 2022, by and between THE HUNTINGTON NATIONAL BANK, successor-in-interest to TCF NATIONAL BANK, a national banking association ("**Lender**"), and PARKWAY CORPORATE SPE, LLC, a Delaware limited liability company ("**Borrower**").

RECITALS:

A. Borrower has heretofore executed and delivered that certain Term Loan Promissory Note (the "**Original Note**") in the original principal amount of Eleven Million Fifty Thousand and 00/100 Dollars (\$11,050,000.00) dated December 10, 2020, payable to the order of TCF National Bank, a national banking association and predecessor-in-interest to Lender. Concurrently therewith, (i) Borrower and Lender executed that certain Term Loan Agreement (the "**Original Loan Agreement**"), (ii) Borrower executed and delivered that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents (the "**Original Mortgage**"), which Original Mortgage secured Lender's collateral interest in and to the Mortgaged Property (as defined therein), and (iii) Borrower executed and delivered that certain Assignment of Leases and Rents (the "**Original ALR**"). The Original Note was amended, restated, and replaced in its entirety by that certain Term Loan Amended and Restated Promissory Note dated March 15, 2021 (the "**First A&R Note**"). The Original Loan Agreement, the First A&R Note, the Original Mortgage, the Original ALR, and all other loan documents identified as "Loan Documents" in the Original Loan Agreement, are referred to herein as the "**Existing Loan Documents**."

* Recorded December 22, 2020 as document numbers 2035733059 and 2035733060 respectively.

FIDELITY NATIONAL TITLE FCHI2200762DD

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B. Lender and Borrower have agreed to modify certain terms of the Existing Loan Documents as described in (i) that certain First Amendment to Loan Agreement dated as of even date herewith (the “**Loan Agreement Amendment**”), and (ii) that certain Amended and Restated Term Loan Promissory Note (the “**Second A&R Note**”, and together with this Amendment and the Loan Agreement Amendment, collectively, the “**Loan Modification Documents**”). Pursuant thereto, Borrower and Lender are entering into this Amendment to memorialize those modifications.

C. Unless the context requires otherwise, references in this Amendment to Loan Documents shall be deemed to refer to the Existing Loan Documents as amended by the Loan Modification Documents, and as such documents and other Loan Documents may be further amended, modified, extended, or replaced from time to time.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Amendment), (ii) the agreements by Lender to modify the Loan Documents as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Original Loan Agreement, as amended by this Amendment and the First Amendment to Loan Agreement.

2. **Loan Documents.** All references in the Loan Documents to the “Mortgage” shall mean the Original Mortgage, as amended by this Amendment and the First Amendment to Loan Agreement, and as may be further amended, restated, modified, or supplemented and in effect from time to time. All references in the Loan Documents to the “Assignment of Leases” shall mean the Original ALR, as amended by this Amendment and the First Amendment to Loan Agreement, and as may be further amended, restated, modified, or supplemented and in effect from time to time.

3. **Increase in the Amount of the Loan.** The amount of the “Loan” referred to in the Original Mortgage and the Original ALR shall be increased to Twelve Million Fifty Thousand and 00/100 Dollars (\$12,050,000.00).

4. **No Impairment of Lien; No Satisfaction.** Nothing set forth herein or in the other Loan Modification Documents shall affect the priority or extent of the lien of the Mortgage or any of the other Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the Effective Date, become liable, primarily or secondarily, under the Loan Documents. This Amendment does not, and shall not be construed to, constitute the creation of new indebtedness or the satisfaction, discharge, or extinguishment of the debt secured by the Loan Documents.

5. **Miscellaneous.**

a. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

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b. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

c. This Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

d. This Amendment, together with the Loan Modification Documents, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

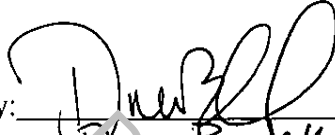
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned has executed this instrument as of date set forth above.

LENDER:

THE HUNTINGTON NATIONAL BANK

By: 
Name: Drew Burk
Title: SVP

BORROWER:

PARKWAY CORPORATE SPE, LLC,
a Delaware limited liability company

By: Sperry Equities, LLC,
a California limited liability company,
its manager

By: _____
Name: Burton Young
Title: Manager

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IN WITNESS WHEREOF, the undersigned has executed this instrument as of date set forth above.

LENDER:

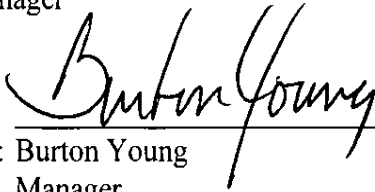
THE HUNTINGTON NATIONAL BANK

By: _____
Name: _____
Title: _____

BORROWER:

PARKWAY CORPORATE SPE, LLC,
a Delaware limited liability company

By: Sperry Equities, LLC,
a California limited liability company,
its manager

By: 
Name: Burton Young
Title: Manager

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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 DREW BURLIK, the SVP of THE HUNTINGTON NATIONAL BANK, 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 s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of July, 2022.



Marion Cole
Notary Public

My Commission Expires:

8-14-22

Cook County Clerk's Office

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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.

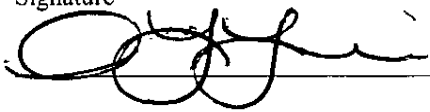
STATE OF California)
) SS
COUNTY OF Orange)

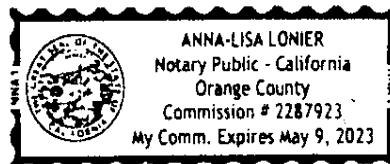
On July 13, 2022, before me, ANNA-LISA LONIER, Notary Public, personally appeared BURTON YOUNG, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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





This area for official notarial seal.

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN OXFORD CAPITAL PARTNER'S RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN ANDERSON'S THIRD RESUBDIVISION, A RESUBDIVISION OF PART OF LOT 2 IN ANDERSON'S SECOND RESUBDIVISION, A RESUBDIVISION OF ANDERSON'S RESUBDIVISION OF PART OF LOT 11 IN ANDERSON'S WOODFIELD PARK, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF SAID LOT, 20.00 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 20.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERMANENT, NON-EXCLUSIVE RECIPROCAL EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS AND PARKING AS DESCRIBED IN THE RECIPROCAL EASEMENT AGREEMENT FOR ACCESS AND PARKING RECORDED IN DOCUMENT NO. 0408918051, COOK COUNTY RECORDER OF DEEDS, COOK COUNTY, ILLINOIS.

PARCEL 3:

A PERMANENT, NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO AND FROM EAST WOODFIELD ROAD AS DESCRIBED IN THE EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 0010457075, COOK COUNTY, RECORDER OF DEEDS, COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 915-955 NATIONAL PARKWAY, SCHAUMBURG, IL 60173

PIN: 07-13-101-013-0000