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Karen A. Yarbrough
Cook County Clerk
Date: 10/20/2022 10:32 AM Pg: 1 of 7

This instrument was prepared by:

Allen C. Balk
Melzter, Purtill & Stelle LLC
125 South Wacker Drive, Suite 2900
Chicago, Illinois 60606

Permanent Tax Index No.:
See **Exhibit A** attached hereto

Property Address:
See **Exhibit A** attached hereto

This space reserved for Recorder's use only

THIRD AMENDMENT TO LEASEHOLD MORTGAGE AND ASSIGNMENT OF LEASES

GOLD COAST CITY APARTMENTS

THIS THIRD AMENDMENT TO LEASEHOLD MORTGAGE AND ASSIGNMENT OF LEASES ("Agreement") is made effective as of September ~~30~~, 2022, by and between **GOLD COAST CITY APARTMENTS LLC**, a Delaware limited liability company ("Mortgagor" or "Borrower") to and for the benefit of **OLD NATIONAL BANK**, as successor by merger to **First Midwest Bank**, its successors and assigns ("Mortgagee" or "Lender").

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement dated June 3, 2016 by and among Borrower and Lender, as amended by that certain First Amendment to Loan Agreement dated as of October 31, 2017 by and among Borrower, Guarantor and Lender, Second Modification of Loan Documents dated as of June 3, 2021, by and among Borrower, Guarantor and Lender, and that certain Third Modification of Loan Documents dated March 14, 2022 among Borrower, Guarantor and Lender (as amended, restated, or modified from time to time, "Loan Agreement"), Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Twenty-One Million and No/100 Dollars (\$21,000,000.00). The Loan is evidenced by that certain Second Amended and Restated Promissory Note dated March 14, 2022 in the principal amount of the Loan (as amended, restated, or modified from time to time, "Note") made payable by Borrower to the order of Lender.

B. The Note is secured by, among other things, (i) that certain Leasehold Mortgage and Security Agreement dated June 3, 2016 from Borrower to Lender and recorded with the Cook County Recorder ("Recorder's Office") on June 14, 2016 as Document No. 1616615044, as amended by that certain First Amendment to Leasehold Mortgage and Assignment of Leases dated June 3, 2021 and that certain Second Amendment to Leasehold Mortgage and Assignment of Leases dated March 14, 2022 (as amended, restated, or modified from time to time, "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally

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described on Exhibit A attached thereto ("Property"), (ii) that certain Assignment of Leases and Rents dated June 3, 2016 from Borrower to Lender and recorded with the Recorder's Office on June 14, 2016, as Document No. 1616615045, as amended by that certain First Amendment to Leasehold Mortgage and Assignment of Leases dated June 3, 2021 and that certain Second Amendment to Leasehold Mortgage and Assignment of Leases dated March 14, 2022 (as amended, restated, or modified from time to time, "Assignment of Leases"), (iii) that certain Environmental Indemnity Agreement dated June 3, 2016 executed by Borrower and Guarantor to and for the benefit of Lender (as amended, restated, or modified from time to time, "Indemnity Agreement"), (iv) that certain Amended and Restated Guaranty dated June 3, 2021 executed by Guarantor to and for the benefit of Lender (as amended, restated, or modified from time to time, "Guaranty"), and (v) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are collectively referred to herein as the "Loan Documents").

C. Pursuant to the terms of that certain Fourth Modification of Loan Documents of even date herewith by and among Borrower, Guarantor, and Lender ("Fourth Modification"; which term shall be included in the definition of "Loan Agreement" and "Loan Documents" set forth above), Borrower, Guarantor and Lender agreed to amend the Loan Documents to, among other things, to extend the Maturity Date to January 30, 2023.

D. Mortgagor and Lender desire to amend the Mortgage and the Assignment of Leases to reflect the terms and provisions of the Fourth Modification, and the parties have agreed to the requested amendments as set forth herein.

AGREEMENTS:

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

1. **Recitals**. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. **Capitalized Terms**. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.

3. **References**. All references to the Loan Agreement and/or to any or all of the Loan Documents in the Mortgage and the Assignment of Leases shall be deemed to mean and include the Loan Agreement and the Loan Documents as amended by the Fourth Modification. All references to the Mortgage and the Assignment of Leases in the Loan Documents shall be deemed to mean and include the Mortgage and the Assignment of Leases as amended by this Agreement.

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4. Amendment to Mortgage.

(a) The first two paragraphs of the Recitals of the Mortgage are hereby amended to read in their entirety as follows:

“Mortgagor is justly indebted to Mortgagee in the principal amount of Twenty-One Million and No/100 Dollars (\$21,000,000.00), as evidenced by that certain Second Amended and Restated Promissory Note dated March 14, 2022, in the principal amount of Twenty-One Million and No/100 Dollars (\$21,000,000.00) (as amended, restated, or modified from time to time, “Note”) made payable by Mortgagor to the order of Mortgagee. In and by which said Note, Mortgagor promises to pay the said principal sum and interest in the manner and at the variable interest rate as provided therein.

The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on January 30, 2023 (the “Maturity Date”). The Note is made pursuant to that certain Loan Agreement dated June 3, 2016 by and among Mortgagor and Mortgagee, as amended by that certain First Amendment to Loan Agreement dated as of October 31, 2017 by and among Mortgagor, Guarantor and Mortgagee, Second Modification of Loan Documents dated as of June 3, 2021, by and among Mortgagor, Guarantor and Mortgagee, that certain Third Modification of Loan Documents dated March 14, 2022 among Mortgagor, Guarantor and Mortgagee and that certain Fourth Modification of Loan Documents dated as of even date herewith among Mortgagor, Guarantor and Mortgagee (as amended, restated, or modified from time to time, “Loan Agreement”). All such payments on account of the indebtedness evidenced by the Note shall be in the manner set forth in the Note and being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, or at such other address as Mortgagee may from time to time designate in writing. Terms not defined herein shall have the meaning ascribed to such term in the Loan Agreement.”

(b) The notice address for Mortgagee set forth in Paragraph 24 of the Mortgage shall be replaced with the following:

Mortgagee: Old National Bank
8750 West Bryn Mawr, Suite 1300
Chicago, Illinois 60631
Attn: Joseph R. Heskett

With a copy to: Meltzer, Purtil & Stelle LLC
125 South Wacker Drive, Suite 2900
Chicago, Illinois 60606
Attn: Allen C. Balk

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5. **Amendment to Assignment of Leases.** Recital A and B of the Assignment of Leases are hereby amended to read in their entirety as follows:

“A. Pursuant to the terms and conditions of that certain Loan Agreement dated June 3, 2016 by and among Assignor and Assignee, as amended by that certain First Amendment to Loan Agreement dated as of October 31, 2017 by and among Assignor, Guarantor and Assignee, Second Modification of Loan Documents dated as of June 3, 2021, by and among Assignor, Guarantor and Assignee, that certain Third Modification of Loan Documents dated March 14, 2022 among Assignor, Guarantor and Assignee and that certain Fourth Modification of Loan Documents dated as of even date herewith among Assignor, Guarantor and Assignee (as amended, restated, or modified from time to time, “Loan Agreement”), Assignee has extended to Assignor a loan in the principal amount of Twenty-One Million and No/100 Dollars (\$21,000,000.00) (“Loan”).

B. The Loan is evidenced by that certain Second Amended and Restated Promissory Note dated March 14, 2022, in the principal amount of the Loan (as amended, restated, or modified from time to time, “Note”) made payable by Assignor to the order of Assignee.”

6. **Representations and Warranties.** Mortgagor represents and warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the Property or any of the collateral other than the first lien of the Mortgage and the Permitted Encumbrances, that the Mortgage and the Assignment of Leases are binding upon Mortgagor, its successors and assigns, that Lender has heretofore fully performed its obligations under the Loan Documents, and that Mortgagor has no claims or offsets against Lender or against the indebtedness under the Note, the obligations under the Mortgage or the Assignment of Leases, or the obligations under any of the Loan Documents. Mortgagor represents and warrants that (i) it has no defenses, setoffs, counterclaims, actions or equities in favor of Mortgagor to or against enforcement of the Note, the Mortgage, the Assignment of Leases, or any other Loan Documents; and (ii) no oral agreement has been made by any of Lender’s employees, agents, officers or directors to further modify the Note, the Mortgage, the Assignment of Leases, or any other of the Loan Documents.

7. **Release.** Mortgagor does hereby release and hold harmless Lender, its officers, employees and agents, from and against any claim, action, suit, demand, cost, expense, liability of any kind whether known or unknown, relating in any way to the making of the Loan or the administration thereof, or the communications and business dealings between Lender and Mortgagor through the date hereof.

8. **No Novation: Full Force.** It is the intent of the parties hereto that this Agreement shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage. As modified hereby, the Mortgage shall continue in full force and effect as collateral security for the performance and payment of the Loan, as evidenced by the Note.

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

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IN WITNESS WHEREOF, Mortgagor has caused this Agreement to be executed the day and year first above written.

MORTGAGOR:

GOLD COAST CITY APARTMENTS LLC, a
Delaware limited liability company

By: CCA #3 LLC, a Delaware limited liability
company, its Managing Member

By: _____
Name: Jonathan Holtzman
Its: Authorized Signatory

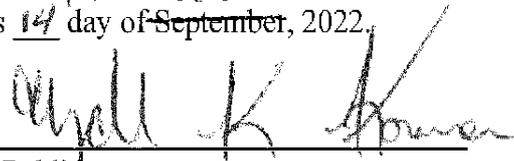
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STATE OF Michigan)
) SS.
COUNTY OF Oakland)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jonathan Holtzman, the Authorized Signatory of CCA #3 LLC, a Delaware limited liability company, the Managing Member of **GOLD COAST CITY APARTMENTS LLC**, a Delaware limited liability company ("Mortgagor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of such Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th day of October, 2022.



ELIZABETH K KORONA Notary Public
Notary Public, State of Michigan
County of Wayne
My Commission Expires 04-01-2025
Acting In the County of Oakland

(SEAL)

My Commission Expires: 04/01/2025

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EXHIBIT A

LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF CHICAGO IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS:

LOT 34 (EXCEPT THE WEST 15 ½ FEET) AND ALL OF LOTS 35 AND 36 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEE'S SUBDIVISION OF SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 17-03-221-010-0000

ADDRESS: 800 NORTH DEWITT PLACE, CHICAGO, ILLINOIS 60611-5781

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