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2301245051

Doc# 2301245051 Fee \$73.00

This instrument prepared by and
after recording return to:

Riemer & Braunstein LLP
100 Cambridge Street
Boston, Massachusetts 02114
Attention: Kristen J. Fallon, Esq.

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/12/2023 12:50 PM PG: 1 OF 12

Property Address:
8203-8307 West Golf Road
Niles, Illinois

PIN(s): 09-14-200-033-0000, 09-14-200-037-0000, 09-14-200-048-0000, 09-14-200-055-0000, 09-14-200-057-0000,
09-14-200-058-0000, 09-14-200-059-0000, and 09-14-200-060-0000

00H11904827-3-DS

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

by

IRC FOUR FLAGGS, L.L.C. and IRC FOUR FLAGGS ANNEX, L.L.C.,
each a Delaware limited liability company,
collectively, jointly and severally, as Mortgagor,

to and in favor of

CITIZENS BANK, NATIONAL ASSOCIATION
as Agent, as mortgagee

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

This FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING AND FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of, and is effective as of, January 6, 2023, by and between IRC FOUR FLAGGS, L.L.C. and IRC FOUR FLAGGS ANNEX, L.L.C., each a Delaware limited liability company (collectively, jointly and severally, the "Mortgagor" or "Assignor", as applicable), having an address at c/o PineTree, 814 Commerce Drive, Suite 300, Oak Brook, Illinois 60523, and CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association, having an address at 1215 Superior Avenue, Cleveland, Ohio 44114, as administrative agent ("Mortgagee" or "Agent") on behalf of the Lenders.

WITNESSETH:

WHEREAS, INP Holdings I, LLC and INP Holdings II, LLC, each a Delaware limited liability company (collectively, "Borrower"), Agent and the Lenders have entered into a certain loan arrangement (the "Existing Loan Arrangement") pursuant to a certain Credit Agreement dated as of December 23, 2019, as amended by that certain First Amendment to Credit Agreement, dated as of December 23, 2022 (collectively, the "Existing Credit Agreement"), which Existing Loan Arrangement is secured by, among other documents, certain promissory notes and (i) that certain Mortgage, Security Agreement and Fixture Filing dated as of December 23, 2019, by Mortgagor to Agent, on behalf of the Lenders, recorded on January 16, 2020, as Document No. 2001645092 in the Official Records of Cook County, Illinois (the "Existing Mortgage"), and (ii) that certain Assignment of Leases and Rents dated as of December 23, 2019, by Assignor to Agent, on behalf of the Lenders, recorded on January 16, 2020, as Document No. 2001645093 in the Official Records of Cook County, Illinois (the "Existing Assignment of Leases and Rents"; the Existing Credit Agreement, the Existing Mortgage, the Existing Assignment of Leases and Rents, together with any and all other documents, instruments and agreements executed in conjunction with the establishment of the Existing Loan Arrangement shall be collectively referred to hereinafter as the "Existing Loan Documents"). Capitalized terms used but not defined herein shall have the meanings given in the Existing Mortgage or the Existing Assignment of Leases and Rents, as applicable;

WHEREAS, Borrower, Administrative Agent and the Lenders have agreed to modify, amend and restate the Existing Loan Arrangement in the maximum principal amount of One Hundred Two Million Three Hundred Fifty-Seven Thousand Nine Hundred Sixty-Four and No/100 Dollars (\$102,357,964.00) (the "Loan Amount") as set forth in (i) that certain Second Amendment to Credit Agreement dated as of the date hereof (the "Second Amendment to Credit Agreement"; the Existing Credit Agreement, as amended by the Second Amendment to Credit Agreement, and as may be further amended or modified, collectively, the "Credit Agreement"); (ii) those certain Amended and Restated Promissory Notes dated as of the date hereof, by Borrower to the order of the Lenders named therein in the aggregate principal Loan Amount (collectively, the "Amended and Restated Note"); and (iii) that certain Omnibus Amendment to Loan Documents and Joinder of Subsidiary Guarantor dated as of date hereof, by and among Borrower, Guarantor (as defined therein), Agent and the Lenders (as may be amended or modified, the "Omnibus Amendment");

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WHEREAS, Mortgagor and Agent wish to amend the Existing Mortgage and the Existing Assignment of Leases and Rents, and to confirm that the Existing Mortgage and the Existing Assignment of Leases and Rents continue to secure the Obligations, all as more particularly hereinafter set forth.

NOW THEREFORE, Mortgagor and Agent hereby covenant and agree as follows:

1. The Existing Mortgage and the Existing Assignment of Leases and Rents are hereby amended as follows:

- a. All references to “Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00) or “\$250,000,000.00” shall be amended to mean “One Hundred Two Million Three Hundred Fifty-Seven Thousand Nine Hundred Sixty-Four and No/100 Dollars (\$102,357,964.00)” or “\$102,357,964.00”.
- b. In Exhibit C, Paragraph 1 in the Existing Mortgage the maximum total indebtedness secured by the Mortgage and the Loan Documents shall be amended to Two Hundred Four Million Seven Hundred Fifteen Thousand Nine Hundred Twenty-Eight and No/100 Dollars (\$204,715,928.00).
- c. All references to the term “Credit Agreement” shall mean the Existing Credit Agreement, as amended by the Second Amendment to Credit Agreement and as may be further amended, modified, supplemented or restated from time to time.
- d. All references to the term “Mortgage” shall mean the Existing Mortgage, as amended by this Amendment and as may be further amended, modified, supplemented or restated from time to time.
- e. All references to the term “Assignment” shall mean the Existing Assignment of Leases and Rents, as amended by this Amendment and as may be further amended, modified, supplemented or restated from time to time.
- f. All references to the term “Loan Documents” shall mean the Existing Loan Documents, as amended by this Amendment, the Second Amendment to Credit Agreement, the Amended and Restated Note and the Omnibus Amendment and as may be further amended, modified, supplemented or restated from time to time.

2. Mortgagor acknowledges and agrees that as of the date hereof Mortgagor has no offsets, defenses or counterclaims against Agent or the Lenders with respect to the Existing Mortgage or the Existing Assignment of Leases and Rents and to the extent that Mortgagor has any such claims Mortgagor affirmatively WAIVES and RELEASES such claims.

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3. This Amendment and all other instruments executed in connection herewith incorporate all discussions and negotiations between Mortgagor and Agent either express or implied concerning the matters included herein and in such other documents, any statute, custom or usage to the contrary notwithstanding.

4. Except as specifically modified herein, all terms and conditions of the Existing Mortgage and the Existing Assignment of Leases and Rents remain in full force and effect and are hereby ratified and confirmed.

5. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Amendment identical in form hereto but having attached to it one or more additional signature pages.

6. All rights and obligations under this Amendment, including matters of construction, validity and performance, shall be governed by and construed in accordance with Section 33 of the Existing Mortgage and Section 7 of the Existing Assignment of Leases and Rents.

7. THIS AMENDMENT, THE EXISTING MORTGAGE AS AMENDED BY THIS AMENDMENT, THE EXISTING ASSIGNMENT OF LEASES AND RENTS AS AMENDED BY THIS AMENDMENT, THE CREDIT AGREEMENT, THE AMENDED AND RESTATED NOTE, THE OMNIBUS AMENDMENT AND THE OTHER EXISTING LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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MORTGAGOR:

IRC FOUR FLAGGS ANNEX, L.L.C.,
a Delaware limited liability company

By: IRC Retail Centers LLC,
a Delaware limited liability company,
its manager

By: *Peter Foran*
Name: Peter Foran
Title: Authorized Signatory

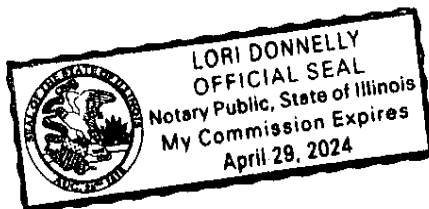
STATE OF Illinois)
) ss.
COUNTY OF DuPage)

On December 21, 2022, before me, Lori J. Donnelly, personally appeared Peter Foran, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lori Donnelly* (Seal)

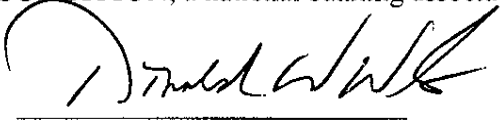


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IN WITNESS WHEREOF, Mortgagor and Agent have executed this Amendment under seal as of the day and year first above written.

AGENT:

CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association

By: 

Name: Donald W. Woods

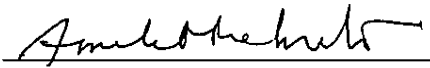
Title: Senior Vice President

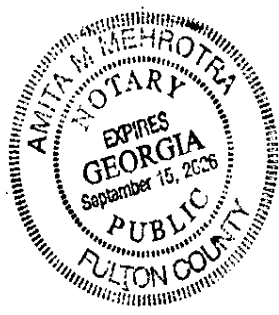
STATE OF GA)
) SS
COUNTY OF FULTON)

On 21st December, 2022, before me, Amita M Mehrotra, personally appeared Donald W. Woods, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. No oath or affirmation was administered to the signor.

I certify under the laws of the State of GA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1 (fee interest):

That part of the North 1/2 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, and that part of Blocks 3 and 4 of Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of said Section 14 bounded by a line described as follows:

commencing at the intersection of the South line of the Northeast 1/4 of said Section 14 with the center line of Milwaukee Avenue; thence Northwesterly along the center line of said road, 1,047.94 feet, thence Northeasterly along a line drawn at right angles to said center line 55.22 feet to the Northeasterly line of Milwaukee Avenue as said line is described in that cause entitled State of Illinois against Metropolitan Insurance Company - Condemnation - 60 'S' 9982 to the point of beginning; thence continuing Northeasterly along said line drawn at right angles to the center line of Milwaukee Avenue, 495.37 feet to a point on a line described as beginning at a point in the Northwesterly line of the Resubdivision of Golf Mill Subdivision, being a subdivision of part of the East 1/2 of said Section 14, said point being in a straight line drawn Northwesterly from a point which is 33.16 feet East, as measured on the South line of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section and 263.47 feet North, as measured on the West line of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 14 (said point being 550.0 feet Northeasterly measured at right angles, of the center line of Milwaukee Avenue) to a point in the South line of Block 3 in Superior Court Commissioners Division, as aforesaid, which is 312.09 feet East of the Southwest corner of said Block 3 and 550.0 feet Northeasterly, measured at right angles, of the center line of Milwaukee Avenue as shown on the recorded plat of said Superior Court Commissioners Division, being also the Southwesterly line of Callero and Catino's Golf View Gardens, being a subdivision in the Northeast 1/4 of said Section 14 and said line extended Northwesterly; thence Northwesterly along the last described line and said line extended, 1,068.53 feet to an intersection with a line 512.60 feet South, as measured along the West line of Block 3 of Superior Court Commissioners Division and parallel with the North line of said Section 14; thence West along said parallel line 149.23 feet to a point on the East line of Lot 1 of Fritz's Resubdivision of Lots 1 to 4 inclusive, in Fritz's Subdivision, a subdivision in the Northwest 1/4 and in the Northeast 1/4 of said Section 14; thence South along the East line of said Lot 1, 35.62 feet to the Southeast corner thereof; thence West along the South line of said Fritz's Resubdivision, being also a line 100.0 feet North, measured at right angles, and parallel with the North line of Block 4 in said Superior Court Commissioners Division, a distance of 137.72 feet to a point on said line, 306.52 feet East of the angle point, 30.71 feet Northeasterly of the Northeasterly line of Milwaukee Avenue in the south line of said Fritz' Resubdivision; thence South parallel with the West line of Block 3, 181.14 feet to a point on a line 81.0 feet South, measured at right angles, and parallel with the North line of Block 4 of Superior Court Commissioners Division as aforesaid; thence West along the last described line 211.26 feet to an intersection with the Northeasterly line of Milwaukee Avenue, said Northeasterly line being a line 33.0 feet Northeasterly, measured at right angles, and parallel with the center line of said road as shown on the plat of said Superior

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Court Commissioners Division; thence Southeasterly along said Northeasterly line of Milwaukee Avenue, 218.11 feet to an angle point in said Northeasterly line, being also the point of intersection of said line with the Northeasterly line of Milwaukee Avenue as per the Condemnation, as aforesaid; thence continuing Southeasterly along the Northeasterly line of Milwaukee Avenue as per said Condemnation, 454.86 feet to an angle point in said Northeasterly line, said point being 53.70 feet Northeasterly of the center line of Milwaukee Avenue as per said Superior Court Commissioners Division; thence continuing Southeasterly along the Northeasterly line of Milwaukee Avenue, 338.12 feet to a point on the Southerly line of Block 4 of said Superior Court Commissioners Division 56.13 feet Easterly of the Southwest corner of said Block 4; thence continuing Southeasterly along said Northeasterly line of Milwaukee Avenue 94.0 feet to the point of beginning, excepting therefrom the Southeasterly 700.0 feet, as measured at right angles to the Southeasterly line thereof, in Cook County, Illinois.

also

Parcel 2 (fee interest):

Block 3 in the Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, except the East 205.0 feet, as measured on the North and south lines thereof, except the West 85.02 feet of the North 512.60 feet, as measured on the North and West lines thereof, except that part thereof lying Southwesterly of a line described as beginning at a point in the Northwesterly line of the Resubdivision of Golf Mill Subdivision, being a subdivision of part of the East 1/2 of Section 14, said point being in a straight line drawn Northwesterly from a point which is 33.16 feet East, as measured on the South line, of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section and 263.47 feet North as measured on the West line of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 14 (said point being 550.0 feet Northeasterly, measured at right angles, of the center line of Milwaukee Avenue) to a point in the South line of Block 3 in the Superior Court Commissioners Division, aforesaid, which is 312.09 feet East of the Southwest corner of said Block 3 and 550.0 feet Northeasterly, measured at right angles, of the center line of Milwaukee Avenue as shown on the recorded plat of said Superior Court Commissioners Division and said line extended Northwesterly to an intersection with a line 512.60 feet South, as measured along the West line of Block 3 and parallel with the North line thereof and also except that part of said Block 3 taken for public highway and also except a tract of land, being part of the following described parcel:

commencing at the Southeast corner of the above described property; thence North 2 Degrees 29 Minutes 51 Seconds East along the East line of said property 95.65 feet; thence North 87 Degrees 30 Minutes 09 Seconds West 35 feet to the point of beginning; thence continuing North 87 Degrees 30 Minutes 09 Seconds West 75 feet; thence North 2 Degrees 29 Minutes 51 Seconds East 127.33 feet; thence South 87 Degrees 30 Minutes 09 Seconds East 75 feet; thence South 2 Degrees 29 Minutes 51 Seconds West 127.33 feet to the point of beginning, in Cook County, Illinois.

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Parcel 3 (fee interest):

The South 462.6 feet of the North 512.6 feet of the West 85.02 feet (as measured along the North line and along the South line) of Block 3 in Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded December 12, 1940 as document 12593211 in Cook County, Illinois.

Parcel 4 (easement):

Perpetual easement for the benefit of Parcels 1 and 2 for the construction, operation, replacement and maintenance of an underground eight inch sewer line made by and between LaSalle National Bank, a national banking association, as trustee under Trust Agreement dated October 13, 1964 and known as trust number 31062, Goodyear Tire and Rubber Company, an Ohio corporation, Pearle Vision Center Inc., a Texas corporation and LaSalle National Bank, a national banking association, as trustee under Trust Agreement dated May 15, 1972 and known as trust number 44143, recorded June 14, 1983 and known as trust number 26641880, in, upon, under, along and across the following described land, to wit:

that part of the North 1/2 of Section 14 Township 41 North, Range 12 East of the Third Principal Meridian, described by commencing at the intersection of the Northeasterly line of Milwaukee Avenue and a line which is 81.0 feet South, measured at right angles, and parallel with the North line of Block 4 of Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence South 89 Degrees, 56 Minutes, 56 Seconds East along said parallel line, 201.25 feet to the place of beginning; thence continuing south 89 Degrees, 56 Minutes, 56 Seconds East along said parallel line, 10.01 feet; thence North 2 Degrees, 21 Minutes, 29 Seconds East along a line that is parallel with the West line of Block 3 in said Superior Court Commissioners Division, 181.04 feet to the South line of Fritz's Subdivision, a subdivision in the Northwest 1/4 and in the Northeast 1/4 of said Section 14; thence North 89 Degrees, 56 Minutes, 56 Seconds, West along said South line of said Fritz's Resubdivision, being also a line 100.0 feet North measured at right angles, and parallel with the North line of Block 4 in said Superior Court Commissioners Division, 10.01 feet; thence South 2 Degrees, 21 Minutes, 29 Seconds West parallel with the West line of Block 3 in said Superior Court Commissioners Division, 181.14 feet to the place of beginning, in Cook County, Illinois.

Parcel 5 (fee interest):

That part of the North 1/2 of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: beginning at the intersection of the North line of Block 4 of Superior Court Commissioners' Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, with the Northeasterly line of Milwaukee Avenue, as widened by Condemnation in 60S10942, recorded September 28, 1960, said intersection being 40.81 feet East of the Northwest corner of said Block 4; thence Northwestward along said Northeasterly line of Milwaukee Avenue for a distance of 100.00 feet; thence Northeastward, at right angles to said Northeasterly line of Milwaukee Avenue for a distance of 30.70 feet to a point in a line, which is 100.00 feet (measured at right angles) North of and parallel

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with said North line of Block 4; thence Eastward along said parallel line for a distance of 306.52 feet; thence Southward along a line, which is parallel with the West line of Block 3 of said Superior Court Commissioners' Division for a distance of 100.08 feet to said North line of Block 4; thence Westward along said North line of Block 4 for a distance of 271.80 feet to the place of beginning, (except that part thereof taken for Milwaukee Avenue,) in Cook County, Illinois.

Parcel 6 (fee interest):

That part of Block 4 of Superior Court Partition Commissioners' Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: beginning at the intersection of the North line of said Block 4, with the Northeasterly line of Milwaukee Avenue, as widened by Condemnation in 60S10942, recorded September 28, 1960 said intersection being 40.81 feet East of the Northwest corner of said Block 4; thence Southeastward along the Northeasterly line of Milwaukee Avenue for a distance of 99.43 feet more or less, to an intersection with a line, which is 81.06 feet (measured at right angles) South of and parallel with said North line of Block 4; thence Eastward along said parallel line for a distance of 210.88 feet; thence Northward along a line, which is parallel with the West line of Block 3 of said Superior Court Commissioners' Division for a distance of 81.06 feet to said North line of Block 4; thence Westward along said North line of Block 4 for a distance of 271.80 feet to the place of beginning, in Cook County, Illinois.

Parcel 7 (easement):

Easement for the benefit of Parcels 1, 2, 4, and 5 as set forth in Easement Agreement and Second Amendment to Lease recorded June 15, 1973 as document 22363445 over the following described land:

(a) part of the North 1/2 of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, described as beginning at the intersection of the North line of Block 4, of Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, with the Northeasterly line of Milwaukee Avenue as widened by Condemnation in 60 S 10942, recorded September 28, 1960, said intersect on being 40.81 feet East of the Northwest corner of said Block 4, thence Northwestward along said Northeasterly line of Milwaukee Avenue for a distance of 100 feet; thence Northeastward, at right angles to said Northeasterly line of Milwaukee Avenue for a distance of 30.70 feet to a point in a line which is 100 feet (measured at right angles) North of and parallel with said North line of Block 4; thence Eastward along said parallel line for a distance of 306.52 feet; thence Southward along a line which is parallel with the West line of Block 3 of said Superior Court Commissioners Division for a distance of 100.08 feet to said North line of Block 4; thence Westward along said North line of Block 4 for a distance of 271.80 feet to the point of beginning;

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(b) part of Block 4 of Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, described as beginning at the intersection of the North line of said Block 4 with the Northeasterly line of Milwaukee Avenue as widened by condemnation in 60S10942, recorded September 28, 1960, said intersection being 40.81 feet East of the Northwest corner of said Block 4; thence Southeastward along the Northeasterly line of Milwaukee Avenue for a distance of 99.43 feet, more or less, to an intersection with a line which is 81 feet (measured at right angles) South of and parallel with said North line of Block 4; thence Eastward along said parallel line for a distance of 210.88 feet; thence Northward along a line which is parallel with the West line of Block 3 of said Superior Court Commissioners Division for a distance of 81.06 feet to said North line of Block 4; thence Westward along said North line of Block 4 for a distance of 271.80 feet to the point of beginning, for ingress and egress and parking.

Commonly known as: 8203-8307 W. Golf Rd., Niles, IL 60714

Permanent Index Number: 09-14-200-033-0000, 09-14-200-037-0000, 09-14-200-048-0000, 09-14-200-055-0000, 09-14-200-057-0000, 09-14-200-058-0000, 09-14-200-059-0000, and 09-14-200-060-0000