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Doc# 2301245052 Fee \$63.00

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 12:51 PM PG: 1 OF 7

Property Address:
3131 North Clark Street
Chicago, Illinois

PIN(s): 14-29-205-008-0000, 14-29-205-009-0000, 14-29-205-011-0000, 14-29-205-012-0000, 14-29-205-013-0000,
14-29-205-014-0000, 14-29-205-016-0000, 14-29-205-017-0000

CCH1190482-110-DS

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

by

IRC POINT AT CLARK, L.L.C.,
a Delaware limited liability company,
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 POINT AT CLARK, L.L.C., a Delaware limited liability company (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 7, 2020, as Document No. 2000717085 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 7, 2020, as Document No. 2000717086 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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IN WITNESS WHEREOF, Mortgagor and Agent have executed this Amendment under seal as of the day and year first above written.

MORTGAGOR:

IRC POINT AT CLARK, L.L.C.,
a Delaware limited liability company

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

By: Peter A. Foran
Name: Peter A. Foran
Title: Authorized Signatory

Property of Cook County Clerk's Office

STATE OF Illinois)
COUNTY OF DuPage) ss.

On December 21, 2022, before me, Lori J. Donnelly personally appeared Peter A. 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)

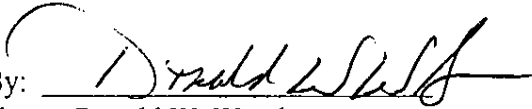


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IN WITNESS WHEREOF, Mortgagor and Agent have executed this Amendment under seal as of the day and year first above written.

AGENT:

CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association

By: 

Name: Donald W. Woods

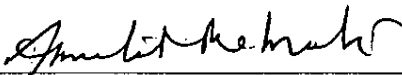
Title: Senior Vice President

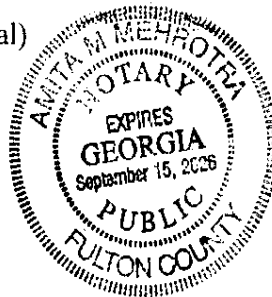
STATE OF GA)
COUNTY OF FULTON) ^{SS}

On 21st Dec, 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.

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

LOTS 1 AND 2 IN BLOCK 1 IN GEHRKE AND BRAUCKMANN'S SUBDIVISION OF BLOCK 1 (EXCEPT THE 4.28 ACRES IN THE NORTH PART OF SAID BLOCK AND WEST OF GREEN BAY ROAD) IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

TOGETHER WITH

THOSE PARTS OF LOTS 3, 4, 5 AND 6 IN THE RESUBDIVISION OF LOT 3 IN BLOCK 1 IN GEHRKE AND BRAUCKMANN'S SUBDIVISION OF OUT LOT 1 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 4.28 ACRES OF THAT PART OF SAID OUTLOT WHICH LIES WEST OF GREENBAY ROAD), ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 26, 1915, AS DOCUMENT NUMBER 5567522, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 26.00 FEET NORTH FROM THE SOUTH LINE (AND SAID SOUTH LINE EXTENDED WEST) OF SAID RESUBDIVISION OF LOT 3, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3131 North Clark Street, Chicago, IL 60657

Permanent Index Numbers: 14-29-205-008-0000, 14-29-205-009-0000, 14-29-205-011-0000, 14-29-205-012-0000, 14-29-205-013-0000, 14-29-205-014-0000, 14-29-205-016-0000, 14-29-205-017-0000