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Karen A. Yarbrough
Cook County Clerk
Date: 04/06/2023 01:07 PM Pg: 1 of 4

COURTESY RECORDING
NO TITLE LIABILITY

PREPARED BY:

Kutak Rock LLP
Kristine L. Poston, Esq.
1801 California Street, Suite 3000
Denver, CO 80202

TO BE RETURNED TO:

First American Title Insurance Company
2555 E. Camelback Road, Suite 350
Phoenix, AZ 85016
Attn: Kristin Brown

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

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is executed as of March 22, 2023, and made effective as of March 23, 2023 (the "Effective Date"), by **STORE MASTER FUNDING VIII, LLC**, a Delaware limited liability company (sometimes referred to herein as "Borrower" or "Grantor"), whose address is 8377 E. Hartford Dr., Suite 100, Scottsdale, Arizona 85255, to and for the benefit of **CITIBANK, N.A.**, whose address is 388 Greenwich Street, Floor 14, New York, New York 10013, in its capacity as collateral agent (referred to herein as the "Collateral Agent") for the Noteholders (as defined in the Collateral Agency Agreement (as defined below)) and its successors and assigns.

This Amendment amends that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated effective as of June 30, 2015 and recorded on July 30, 2015 as Document No. 1521139060, in the Records of Cook County, Illinois, executed by Borrower for the benefit of the Collateral Agent (as amended to date, collectively, the "Mortgage").

The parties wish to modify the terms and conditions of the Mortgage as provided herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereof expressed, the parties agree as follows:

1. The fifth paragraph of Exhibit B of the Mortgage is hereby amended to read in its entirety as follows:

"Maturity Date. Notwithstanding anything to the contrary set forth in the Mortgage, the outside Maturity Date of the Primary Note is March 1, 2063, as may be amended or extended pursuant to the terms of the Loan Agreement."

2. Except as expressly provided herein, the parties agree that this Amendment, and the negotiations, communications and agreements related hereto and the transactions contemplated hereby, shall not in any way, affect, modify, impair or change any of the rights and/or obligations of the parties under the Mortgage. If there is any conflict between the Mortgage and the terms of this Amendment, the terms of this Amendment shall control.

3. This Amendment may be executed in counterparts and shall be binding on all the parties hereto as if one document had been signed. The delivery of an executed copy of this Amendment by facsimile or electronic mail transmission shall have the same force and effect as the delivery of the original, signed copy of this Amendment.

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IN WITNESS WHEREOF, Borrower has executed and delivered this Amendment as of the Effective Date.

BORROWER:

STORE MASTER FUNDING VIII, LLC,
a Delaware limited liability company

By: *Sharon Hatchell*

Name: Sharon Hatchell
Senior Vice President

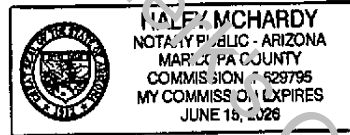
Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on March 23, 2023, by Sharon Hatchell as Sr. Vice president of **STORE MASTER FUNDING VIII, LLC**, a Delaware limited liability company, on behalf of the company.

Halmy Mchardy
Notary Public

My Commission Expires: 6/15/2026



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IN WITNESS WHEREOF, Collateral Agent has executed and delivered this Amendment as of the Effective Date.

COLLATERAL AGENT:

CITIBANK, N.A., as Collateral Agent

BY: STORE CAPITAL LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation its attorney-in-fact pursuant to the Limited Power of Attorney from Citibank, N.A. dated February 3, 2023.

By: *Sharon Hatchell*

Name: Sharon Hatchell
Senior Vice President

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on March 23, 2023, by Sharon Hatchell, as Sr. Vice President of STORE CAPITAL LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation, as attorney-in-fact pursuant to the Limited Power of Attorney dated February 3, 2023, for **CITIBANK, N.A.**

Halley Mchardy
Notary Public

My Commission Expires: 6/15/2026



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EXHIBIT A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

Street Address: 18340 Kedzie Ave., Homewood, IL 60430

Permanent Real Estate Tax Number: 31-02-201-024

Legal Description:

Real property in the City of Homewood, County of Cook, State of Illinois, described as follows:

Parcel 1:

The South 130 feet of Lot 11 in Homewood Gardens Acres Number 1, A Subdivision of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2 Township 35 North, Range 13 East of the third principal meridian, recorded as Document No 11497788, in Cook County, Illinois.

Parcel 2:

Easement for ingress and egress over and upon the North 20 feet of the South 140 feet of Lot 11 (Except that part included in parcel 1 aforesaid) and The West 24 feet of Lot 9; The West 24 feet of Lot 10; and The West 24 feet of Lot 11 (Excepting the South 140 feet of said Lot 11) recorded as Document No. 22288842 in Homewood Garden Acres No. 1, a subdivision of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2 Township 35 North Range 13 East of the third principal meridian, in Cook County, Illinois.