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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/06/2023 03:14 PM PG: 1 OF 7

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Tax Identification Number: 24-21-200-068-0000

MODIFICATION OF ILLINOIS FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

This MODIFICATION OF ILLINOIS FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the "Modification") is executed as of March 31st, 2023, by ALLEGRO REALTY, LLC, an Illinois limited liability company ("Borrower"), whose mailing address is 389 William Latham Drive, Suite 2, Bourbonnais, IL 60914; and CITY NATIONAL BANK ("Mortgagee") having an address at 555 South Flower Street, 24th Floor, Los Angeles, California 90071, Attention: Managing Counsel, Credit Unit.

PRELIMINARY STATEMENT

A. Mortgagee, Borrower, and WAM HOLDINGS, INC., an Illinois corporation, ALL-STAR, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 1, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 3, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 4, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 5, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 6, INC., an Illinois corporation, ALL-STAR MANAGEMENT #7, INC., an Illinois corporation, ALL-STAR MANAGEMENT #9, INC., an Illinois corporation, ALL-STAR MANAGEMENT #10, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 11, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 12, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 14, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 16, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 17, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 18, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 20, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO.22, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 23, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 25, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 26, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 27, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 28, INC., an Illinois corporation, and ALL-STAR MANAGEMENT NO. 29, INC., an Illinois corporation (collectively, the "Existing Borrower Parties") are parties to that certain Amended and Restated Credit Agreement dated as of

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November 4, 2016 (the "**Original Credit Agreement**"), as modified pursuant to that certain Loan Modification Agreement dated February 28, 2017 (the "**First Modification**"), that certain Borrower Joinder and Second Modification Agreement dated May 10, 2019 (the "**Second Modification**"), that certain Third Loan Modification Agreement dated as of July 31, 2019 (the "**Third Modification**"), that certain Fourth Loan Modification Agreement dated as of December 4, 2019 (the "**Fourth Modification**"), that certain Fifth Loan Modification Agreement dated as of March 5, 2021 (the "**Fifth Modification**"), and that certain Sixth Loan Modification Agreement dated as of August, 2021 (the "**Sixth Modification**"; and, together with the Original Credit Agreement, the First Modification, the Second Modification, the Third Modification, the Fourth Modification, and the Fifth Modification, as the same may be further amended, supplemented or restated from time to time, collectively, the "**Existing Credit Agreement**") pursuant to which Mortgagee made a certain loans to the Existing Borrower Parties (each, the "**Loans**"). As security for the Loans, Borrower executed and delivered an Illinois Future Advance Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of January 14, 2014, and recorded in the Cook County, Illinois Recorder's Office (the "**Recorder's Office**") on May 13, 2014 as Document No. 1413349026, as modified pursuant to that certain Modification of Illinois Future Advance Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of November 4, 2016, and recorded in the Recorder's Office on February 7, 2017, as Document No. 1703849312, and that certain Assignment and Assumption of Mortgage dated as of May 13, 2019, and recorded in the Recorder's Office on May 14, 2019, as Document No. 1913406001 (as the same may be further amended, modified, supplemented, extended or renewed from time to time, the "**Mortgage**"). The Mortgage encumbers, among other property, the real property described on **Exhibit A** hereto.

B. In addition to securing the repayment of the Loans, the granting clause of the Mortgage provides that it also secures Obligations (as defined in the Mortgage), including the payment of all indebtedness and other sums, with interest thereon, which may be owed under, and performance of all other obligations and covenants contained in any Other Agreement (as defined in the Mortgage).

C. Existing Borrower Parties, **ALL-STAR MANAGEMENT NO. 44, INC.**, an Illinois corporation, **ALL-STAR MANAGEMENT NO. 45, INC.**, an Illinois corporation, **ALL-STAR MANAGEMENT NO. 48, INC.**, an Illinois corporation, and **ALLEGRO REALTY #2, LLC**, an Illinois limited liability company (collectively, the "**New Borrower Parties**", together with Existing Borrower Parties, the "**Borrower Parties**"), and Mortgagee have, concurrently herewith, amended and restated the Existing Credit Agreement pursuant to the Second Amended and Restated Credit Agreement dated on or about the date hereof (the "**Credit Agreement**").

D. Borrower and Mortgagee desire to modify and supplement the Mortgage in connection with the execution and delivery of the Credit Agreement.

AGREEMENT

1. Accuracy of Preliminary Statement. Borrower acknowledges the accuracy of the Preliminary Statement and agrees that the Preliminary Statement is a part of this Modification.

2. Notice of Loan Modification. Notice is hereby given that the Existing Credit Agreement and other loan documents have been amended and restated pursuant to the Credit Agreement.

3. Modifications. The Mortgage is hereby modified and supplemented as follows:

(a) References in the Mortgage to the "Credit Agreement" are hereby deemed to refer to the Second Amended and Restated Credit Agreement.

(b) Paragraph ONE on page 4 of the Mortgage is hereby replaced and restated in its entirety as follows:

ONE. Payment of indebtedness evidenced by those certain promissory notes executed in connection with the loans identified on **Schedule 1** attached hereto in favor of Mortgagee, as well as any other loans from Mortgagee to any of the Borrower Parties, in the amount of up to \$23,830,000 (collectively, the "Notes"), together with all extensions, renewals, amendments and modifications thereof;

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(c) Section 5.2 of the Mortgage is hereby replaced and restated in its entirety as follows:

Maximum Principal Amount/Future Advances. This Mortgage shall secure the payment of any amounts advanced from time to time under the Loan Documents, or under other documents stating that such advances are secured hereby. This Mortgage also secures any and all future obligations and Indebtedness arising under or in connection with this Mortgage, which future obligations and Indebtedness shall have the same priority as if all such future obligations and Indebtedness were made on the date of execution hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed an obligation on the part of Mortgagee to make any future advances of any sort. At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage shall secure (in addition to any Loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by Mortgagee in connection with the Indebtedness to be secured hereby and which are to be reimbursed by Borrower under the terms of this Mortgage; provided, however, that in no event shall the total amount of Loan proceeds disbursed plus such additional amounts exceed \$47,660,000.

4. **Entire Agreement.** The Mortgage, as modified by this Modification, remains in full force and effect and contains the entire understanding and agreement of the parties in respect of the Mortgage and supersedes all prior representations, warranties, agreements and understandings. No provision of this Modification may be changed, discharged, supplemented, terminated or waived except in a writing signed by Mortgagee. The execution, delivery, recordation, terms and conditions of this Modification shall not subordinate or otherwise adversely affect the lien, encumbrance and priority of the Mortgage.

5. **Binding Effect.** The Mortgage, as modified by this Modification, shall be binding upon, and inure to the benefit of, Borrower and Mortgagee and their respective successors and assigns.

6. **Further Assurances.** Borrower shall execute, acknowledge (as appropriate) and deliver to Mortgagee such additional agreements, documents and instruments as are reasonably required by Mortgagee to carry out the intent of this Modification.

7. **Counterpart Execution.** This Modification may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Modification to physically form one document.

8. **Governing Law.** This Modification shall be governed by and construed in accordance with the same law as that governing the Mortgage.

9. **Expenses.** Contemporaneously with the execution and delivery of this Modification, Borrower will pay the following amounts to Mortgagee, in addition to any other amounts required to be paid to Mortgagee pursuant to this Modification: all out of pocket expenses incurred by Mortgagee or any of its affiliates in connection with this Modification, including reasonable attorneys' fees.

[SIGNATURE PAGE FOLLOWS]

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Executed and effective as of the date first set forth above.

MORTGAGEE:

CITY NATIONAL BANK, a national banking association

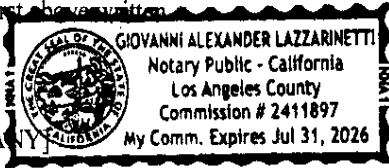
By: [Signature]
Printed Name: KIM SOKLOS
Its: SVP

STATE OF CALIFORNIA

County of LOS ANGELES

On this 29th day of MARCH, 2023, before me (GIOVANNI ALEXANDER LAZZARINETTI), personally appeared KIM SOKLOS known or identified to me (or proved to me on the oath of WA DRIVERS LICENSE) to be the SVP of CITY NATIONAL BANK, a national banking association, that executed the instrument of the person who executed the instrument on behalf of said bank, and acknowledged to me that such bank executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[SEAL, IF ANY]

[Signature]
Printed Name: (GIOVANNI ALEXANDER LAZZARINETTI)
Notary Public in and for said County and State

My appointment Expires: JULY 31, 2026

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EXHIBIT A LEGAL DESCRIPTION

11110 S. Cicero Avenue, Alsip, IL 60803

THAT CERTAIN REAL PROPERTY IN THE CITY OF ALSIP, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

LOT 3 IN ARADO SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1983 AS DOCUMENT 26898282.

Parcel Identification Number: 24-21-200-068-0000

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SCHEDULE 1 NOTE SCHEDULE

DESCRIPTION OF NOTE	ORIGINAL PRINCIPAL AMOUNT
Amended, Restated, and Consolidated Term Loan A Note	\$7,250,000
Amended, Restated, and Consolidated Term Loan B Note	\$6,580,000
Delayed Draw Advance Note	\$10,000,000

Property of Cook County Clerk's Office