

# UNOFFICIAL COPY

Doc#: 2320606291 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/25/2023 02:25 PM Pg: 1 of 10

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## AMENDMENT TO MORTGAGE

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Date of Document: July 24, 2023

Grantor: T GLENVIEW CENTER IL, LLC, a Texas limited liability company

Grantor's Address: 16600 Dallas Parkway, Suite 300, Dallas TX 75248

Grantee: CITIBANK, N.A., a national banking association

Grantee's Address: 227 West Monroe Street, Suite 300, Chicago, IL 60606

Legal Description: See attached Exhibit A

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## AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE ("*Amendment*") is made and effective as of July [24], 2023, by T GLENVIEW CENTER IL, LLC, a Texas limited liability company ("*Grantor*"), for the benefit of CITIBANK, N.A., a national banking association ("*Lender*"). This Amendment amends the Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Revenues dated March 24, 2017 and recorded on April 4, 2017 in the Office of the Recorder of Cook County, Illinois, at Document #1709445109 (the "*Mortgage*"), which is a first priority security lien on certain real property legally described in Exhibit A attached to the Mortgage ("*Property*").

### WITNESSED:

**WHEREAS**, Lender has extended a loan to Grantor in the principal amount of \$35,500,000.00 (the "*Loan*"), which is evidenced by that certain Promissory Note dated March 24, 2017, as amended, made and executed by Grantor to the order of Lender;

**WHEREAS**, the Loan is secured by the Mortgage, which is a lien on the Property;

**WHEREAS**, Grantor has requested and Lender has agreed to extend the Maturity Date of the Loan, to cause the Property to secure certain obligations of Grantor's Affiliate that are owing to Grantee, and to make certain other changes to the terms of the Loan; and

**WHEREAS**, by way of this Amendment, the parties desire to amend the Mortgage to reflect the new Maturity Date, the cross-collateralization, and the amendment to the Loan.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

1. **Recitals**. The preamble, recitals and any exhibits hereto are hereby incorporated into this Amendment. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Mortgage.

2. **Amendment to Mortgage.**

(a) **Section 1.2** – The guarantors are amended and restated to mean: ZESHAN TABANI ("Z. Tabani"), FARAH RAHIM ("F. Rahim"), ALIYA TABANI ("A. Tabani"), MUSHTAK KHATRI ("M. Khatri"), TK REALTY HOLDINGS, LLC, a Texas limited liability company ("TK"), and ZAFFAR S. TABANI, AS TRUSTEE OF THE 2005 ZST/TBT DESCENDANT'S TRUST – T AGREEMENT, dated February 22, 2005 ("2005 ZST/TBT Trust", and together with Z. Tabani, F. Rahim, A. Tabani, M. Khatri and TK, jointly and severally, "Guarantor")

(b) **Section 1.4** - The maturity date for the repayment of the Note is amended to mean June 18, 2026.

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(c) **Section 1.10** – Section 1.10 of the Mortgage is hereby amended to include the following new subpart (d):

(d) **T Renaissance Loan**. All indebtedness due and owing with respect to that certain term loan in the current outstanding principal amount of \$23,058,000.00 issued pursuant to the terms of that certain Loan Agreement dated December 15, 2022 by and between T Renaissance NR IL, LLC, a Delaware limited liability company and Grantee and that certain Promissory Note dated December 15, 2022 made by T Renaissance NR IL, LLC in the current outstanding principal amount of \$23,058,000.00.

3. **Representations and Warranties**. The Grantor hereby represents and warrants to the Lender that all of the representations and warranties of Grantor set forth in the Mortgage remain true, correct and accurate in all respects.

4. **Voluntary Agreement**. Each party represents and warrants to the other that it has consulted or has had the opportunity to consult with counsel regarding this Amendment, that it is fully aware of the terms contained herein and that it has voluntarily and without coercion or duress of any kind entered into this Amendment.

5. **Benefit of Mortgage**. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, personal representatives, successors and assigns.

6. **Authority**. By his or her execution hereof, each of the persons signing on behalf of the parties hereto hereby represents and warrants that each is fully authorized to act and execute this Amendment on behalf of their respective party.

7. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

8. **Severability**. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

9. **Headiness Recitals**. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof. The recitals set forth herein are hereby incorporated into this Amendment and form a part hereof, the truth and accuracy of which is evidenced by each party's execution hereof.

10. **Governing Law**. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the provisions of Section 9.12 of the Mortgage, which is incorporated herein by reference.

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11. **Full Force and Effect.** Except as specifically amended hereby, all of the terms and conditions of the Mortgage and all loan documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and the same are hereby ratified and confirmed. No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage, a reference to the Mortgage in any of such to be deemed to be reference to the Mortgage, as amended hereby.

[Signatures on Following Pages]

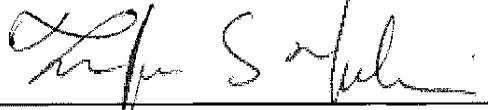
Property of Cook County Clerk's Office

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IN WITNESS HEREOF, this Amendment has been duly executed as of the day and year first written above.

**BORROWER:**

**T GLENVIEW CENTER IL, LLC, a Texas limited liability company**

By: 

Name: Zaffar S. Tabani

Title: Manager

**LENDER:**

**CITIBANK, N.A.,  
a national banking association**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

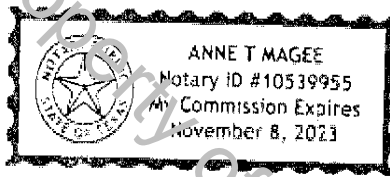
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STATE OF TEXAS )  
 )  
COUNTY OF DALLAS ) SS:

On this 18<sup>th</sup> day of July, 2023 before me appeared Zaffar S. Tabani, to me personally known, who, being by me duly sworn, did say that he is the Manager of T GLENVIEW CENTER II, LLC, a Texas limited liability company, and that said instrument was signed on behalf of said limited liability companies, by authority of each its Manager; and said Manager and acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County/City and State aforesaid on the day and year first above written.



Anne T Magee  
Name (print): Anne T Magee  
Notary Public  
My Commission Expires: 11/8/2023

SEAL

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IN WITNESS HEREOF, this Amendment has been duly executed as of the day and year first written above.

BORROWER:

**T GLENVIEW CENTER IL, LLC**, a Texas limited liability company

By: \_\_\_\_\_

Name: Zaffar S. Tabani

Title: Manager

LENDER:

**CITIBANK, N.A.**  
a national banking association

By:  \_\_\_\_\_

Name: GERALD J. ROBERTS

Title: MANAGING DIRECTOR

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Texas )  
 ) §  
County of Dallas )

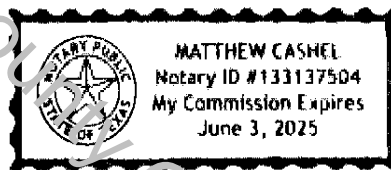
On July 20, 2023, before me, Matthew J. Cashel a Notary Public, personally appeared Gerald T. Roberts who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.



Signature of Notary



(Affix seal here)



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## Exhibit A Description of Land

### PARCEL 1:

LOTS 4, 6, 8, 10, 12, 13, 14, 15, 18 AND 21 IN GLEN TOWN CENTER, A RESUBDIVISION OF LOT 3 IN GNAS MIXED USE RETAIL CENTER, IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0020733381, IN COOK COUNTY, ILLINOIS.

### ALSO

UNIT B IN THE GLEN TOWN CENTER - RETAIL A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 2 IN GLEN TOWN CENTER, A RESUBDIVISION OF LOT 3 IN GNAS MIXED USE RETAIL CENTER, IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 0020733381, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0432244002, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.

### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PARKING, ACCESS, UTILITY, AND CONSTRUCTION, AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 2, 2002, AS DOCUMENT 0020733382 BY THE VILLAGE OF GLENVIEW AND OLIVERMCMILLAN GLENVIEW, LLC.

### PARCEL 3:

BLANKET PEDESTRIAN EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY OVER AND ACROSS LOT 1 IN GNAS MIXED USE SUBDIVISION, AS CONTAINED IN PLAT RECORDED SEPTEMBER 27, 2001 AS DOCUMENT NO. 0010905146.

### PARCEL 4:

VEHICULAR INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER AND ACROSS PART OF LOT 4 IN GNAS MIXED USE SUBDIVISION, AS CONTAINED IN PLAT RECORDED SEPTEMBER 27, 2001 AS DOCUMENT NO. 0010905146.

### PARCEL 5:

EASEMENTS FOR INGRESS AND EGRESS, STRUCTURAL SUPPORT, USE OF FACILITIES, RESIDENTIAL BUILDING ROOF ACCESS, ENCROACHMENTS, COMMON WALLS, CEILINGS AND FLOORS, UTILITIES, HVAC EQUIPMENT AND FACILITIES AND MECHANICAL ROOMS, OVER AND ACROSS LOTS 20 AND 22 IN GLEN TOWN CENTER AFORESAID, FOR THE BENEFIT OF LOT 21, AND PART OF LOT 12, IN PARCEL 1, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS DATED AS OF NOVEMBER 22, 2004 BY OLIVERMCMILLAN GLENVIEW, LLC WITH RESPECT TO GLENTOWN CENTER, BUILDING D, GLENVIEW, ILLINOIS, AND RECORDED DECEMBER 2, 2004, AS DOCUMENT 0433702308.

### PARCEL 6:

EASEMENTS FOR INGRESS AND EGRESS, STRUCTURAL SUPPORT, USE OF FACILITIES, RESIDENTIAL BUILDING ROOF ACCESS, ENCROACHMENTS, COMMON WALLS, CEILINGS AND FLOORS, UTILITIES, HVAC EQUIPMENT AND FACILITIES AND MECHANICAL ROOMS, OVER AND ACROSS LOTS 17 AND 19 IN GLEN TOWN CENTER AFORESAID, FOR THE BENEFIT OF LOT 18, AND PART OF LOT 15, IN PARCEL 1,

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AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS DATED AS OF NOVEMBER 22, 2004 BY OLIVER MCMILLAN GLENVIEW, LLC WITH RESPECT TO GLENTOWN CENTER, BUILDING E, GLENVIEW, ILLINOIS, AND RECORDED DECEMBER 2, 2004, AS DOCUMENT 0433702309.

This instrument prepared by:

Buchalter PC  
15279 N. Scottsdale Road, Suite 400  
Scottsdale, AZ 85254  
Attn: Quinn Wheeler

Upon recording mail to:

Buchalter PC  
15279 N. Scottsdale Road, Suite 400  
Scottsdale, AZ 85254  
Attn: Quinn Wheeler

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