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This instrument was prepared by and,
after recording, return to:

Meltzer Purtill & Stelle LLC
125 S. Wacker Drive, Suite 2900
Chicago, Illinois 60606
Attention: Allen C. Balk

Permanent Tax Index No.:
See **Exhibit A** attached hereto

Property Address:
See **Exhibit A** attached hereto



Doc# 2329234028 Fee \$67.00

RHSP FEE: \$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/19/2023 01:35 PM PG: 1 OF 9

This space reserved for Recorder's use only

THIRD AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES

BENTHAM

THIS THIRD AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES ("Agreement") is made effective as of October 17, 2023, by and among ERIE LASALLE VENTURE LLC, a Delaware limited liability company ("Mortgagor" or "Borrower") to and for the benefit of REPUBLIC BANK OF CHICAGO, its successors and assigns ("Mortgagee" or "Lender").

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement dated June 28, 2019, among Borrower, Guarantor (as defined therein) and Lender ("Original Loan Agreement"), as modified by that certain First Modification of Loan Documents ("First Modification") dated as of December 10, 2021, and as further modified by that certain Second Modification of Loan Documents dated as of October 28, 2022 ("Second Modification"; together with the First Modification and the Original Loan Agreement, the "Loan Agreement"), Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Forty Million and No/100 Dollars (\$40,000,000.00).

B. The Loan is evidenced by (i) that certain Second Amended and Restated Promissory Note (A) dated October 28, 2022, in the principal amount of Thirty-Two Million Five Hundred Thousand and No/100 Dollars (\$32,500,000.00), which amended, restated and replaced that certain Amended and Restated Promissory Note (A) dated December 10, 2021 in the principal amount of Thirty-Two Million Five Hundred Thousand and No/100 Dollars (\$32,500,000.00), which amended, restated and replaced that certain Promissory Note (A) dated June 28, 2019 in the principal amount of Twenty-Eight Million Five Hundred Thousand and No/100 Dollars (\$28,500,000.00) (collectively, "Original Note (A)") made by Borrower payable to the order of and delivered to Lender and (ii) that certain Second Amended and Restated Promissory Note (B) dated October 28, 2022 in the principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00), which amended, restated and replaced that certain Amended and Restated Promissory Note (B) dated December 10, 2021 in the

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principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00), which amended, restated and replaced that certain Promissory Note (B) dated June 28, 2019 in the principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (collectively, "Original Note (B)") made by Borrower payable to the order of and delivered to Lender. The Original Note (A) and Original Note (B), as either or both may be amended, restated, or modified from time to time, are hereinafter referred to as the "Original Note" and/or the "Original Notes";

C. The Original Notes are secured by, among other things, (i) that certain Mortgage and Security Agreement dated June 28, 2019 from Borrower to Lender and recorded with the Cook County, Illinois Recorder of Deeds ("Recorder's Office") on July 3, 2019, as Document No. 1918422033, as amended by that certain First Amendment to Mortgage and Assignment of Leases ("First Amendment") dated December 10, 2021 from Borrower to Lender and recorded with the Recorder's Office on December 13, 2021 as Document No. 2134722025 and as further modified by that certain Second Amendment to Mortgage and Assignment of Leases ("Second Amendment") dated June 28, 2019 and recorded with the Recorder's Office on December 30, 2022, as Document No. 2236422006 (together, as amended, restated, or modified from time to time, "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** attached hereto ("Property"), (ii) that certain Assignment of Leases and Rents dated June 28, 2019 from Borrower to Lender and recorded with the Recorder's Office on July 3, 2019, as Document No. 1918422034, as amended by the First Amendment and the Second Amendment (together, as amended, restated, or modified from time to time, "Assignment of Leases"), (iii) that certain Cross-Collateralization/Cross-Default Agreement dated as of October 28, 2022, and recorded with the Recorder's Office on December 30, 2022 as Document No. 2236422012 (the "CC/CD Agreement"); and, (iv) certain other loan documents (the Loan Agreement, the Original Notes, the Mortgage, the Assignment of Leases, the CC/CD Agreement and the other documents and instruments evidencing, securing and guarantying the Loan, in their original form and as amended are collectively referred to herein as the "Loan Documents");

D. Pursuant to the terms of that certain Third Modification of Loan Documents of even date herewith by and among Borrower, Guarantor and Lender (the "Third Modification", which term shall be included in the definition of "Loan Agreement" and "Loan Documents"), Borrower, Guarantor and Lender agreed to amend the Loan Documents to, among other things, increase the amount of the Loan, provide for an extension of the Maturity Date and further modify and amend certain terms of the Loan;

E. In connection with the Third Modification, Borrower has executed and delivered to Lender, among other things, (i) a Third Amended and Restated Promissory Note (A) of even date herewith in the amount of Thirty-Two Million Five Hundred Thousand and No/100 Dollars (\$32,500,000.00) (the "Third Amended Note (A)"); (ii) a Third Amended and Restated Promissory Note (B) of even date herewith in the amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (the "Third Amended Note (B)") and (iii) Promissory Note (C) of even date herewith in the amount of Eight Million and No/100 Dollars (\$8,000,000.00) (the "Promissory Note (C)"; together with the Third Amended Note (A) and Third Amended Note (B), as amended, restated, or modified from time to time, collectively, the "Amended Notes");

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F. Mortgagor and Lender desire to amend the Mortgage and the Assignment of Leases to reflect the terms and provisions of the Third Modification, and the parties have agreed to the requested amendments as set forth herein.

AGREEMENTS:

ACCORDINGLY, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Mortgage and the Assignment of Leases as provided herein, (iii) the covenants and agreements contained herein, and (iv) other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. **Capitalized Terms**. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.

3. **References**. All references to the Loan Agreement, to any or all of the Loan Documents, or to the Loan in the Mortgage and the Assignment of Leases shall be deemed to mean, include and refer to the Loan Agreement, the Loan Documents and the Loan as amended by the Third Modification. All references to the Mortgage and the Assignment of Leases in the Loan Documents shall be deemed to mean and include the Mortgage and the Assignment of Leases as amended by this Agreement. Lender shall record this Agreement in the Recorder's Office to reflect the subject matter hereof.

4. **Amendment to Mortgage**.

(a) The Recitals of the Mortgage are hereby amended to read in their entirety as follows:

"Mortgagor is justly indebted to Mortgagee in the principal amount of Forty-Eight Million and No/100 Dollars (\$48,000,000.00), as evidenced by (i) that certain Third Amended and Restated Promissory Note (A) in the amount of Thirty-Two Million Five Hundred Thousand and No/100 Dollars (\$32,500,000.00) (the "Third Amended Note (A)"), (ii) that certain Amended and Restated Promissory Note (B) in the amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (the "Third Amended Note (B)") and (iii) that certain Promissory Note (C) in the amount of Eight Million and No/100 Dollars (\$8,000,000.00) (the "Promissory Note (C)"; together with Third Amended Note (A) and Third Amended Note (B), as amended, restated, or modified from time to time, collectively, the "Note") made payable by Mortgagor to the order of Mortgagee. In and by which said Note, Mortgagor promises to pay the said principal sum and interest in the manner and at the interest rate as provided therein.

The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on April 29, 2024 (the "Maturity Date") (or

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if extended after satisfaction of the applicable extension conditions set forth the Loan Agreement, the First Extended Maturity Date and/or the Second Extended Maturity Date). The Note is made pursuant to that certain Loan Agreement dated June 28, 2019 among Mortgagor, Guarantor (as defined therein) and Mortgagee, as amended by that certain First Modification of Loan Documents dated December 10, 2021, among Mortgagor, Guarantor and Mortgagee, as amended by that certain Second Modification of Loan Documents dated as of October 28, 2022, among Mortgagor, Guarantor and Mortgagee and as amended by that certain Third Modification of Loan Documents dated as of October __, 2023, among Mortgagor, Guarantor and Mortgagee (as amended, restated, or modified from time to time, "Loan Agreement"). All such payments on account of the indebtedness evidenced by the Note shall be in the manner set forth in the Note and being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, at the address indicated in Paragraph 24 hereof or at such other address as Mortgagee may from time to time designate in writing. Terms not defined herein shall have the meaning ascribed to such term in the Loan Agreement.

5. **Amendment to Assignment of Leases.**

(a) Recital A and B of the Assignment of Leases are hereby amended to read in their entirety as follows:

"A. Pursuant to the terms and conditions of that certain Loan Agreement dated June 28, 2019 among Assignor, Guarantor (as defined therein) and Assignee, as amended by that certain First Modification of Loan Documents dated December 10, 2021 among Assignor, Guarantor and Assignee, as amended by that certain Second Modification of Loan Documents dated as of October 28, 2022 among Assignor, Guarantor and Assignee and as amended by that certain Third Modification of Loan Documents dated as of October __, 2023, among Assignor, Guarantor and Assignee (as amended, restated, or modified from time to time, "Loan Agreement"), Assignee has extended to Assignor a loan in the principal amount of Forty-Eight Million and No/100 Dollars (\$48,000,000.00) ("Loan").

B. The Loan is evidenced by that certain (i) that certain Third Amended and Restated Promissory Note (A) in the amount of Thirty-Two Million Five Hundred Thousand and No/100 Dollars (\$32,500,000.00) (the "Third Amended Note (A)"); (ii) that certain Third Amended and Restated Promissory Note (B) in the amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (the "Third Amended Note (B)"); and (iii) that certain Promissory Note (C) in the amount of Eight Million and No/100 Dollars (\$8,000,000.00) (the "Promissory Note C"); together with Third Amended Note (A) and Third Amended Note (B), as amended, restated, or modified from time to time, collectively, the "Note") made payable by Assignor to the order of Assignee."

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(b) The first paragraph of Section 1 is hereby deleted and the following is inserted in lieu thereof:

“Assignor hereby absolutely and unconditionally grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to all of the following:

(i) All leases, assignments, sub-leases and other agreements or arrangements affecting the use or occupancy of all or any portion of that certain real estate (“Property”) legally described in **Exhibit A** attached hereto, now in effect or hereafter entered into (including all lettings, subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Property), together with any guarantees, supplements, amendments, modifications, extensions and renewals of the same (each, a “Lease”, and collectively, “Leases”);

(ii) All of the rents, revenues, issues, profits, proceeds, receipts, income, accounts, condemnation awards, insurance proceeds, and other receivables arising out of or from the Property, including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any Lease (collectively, “Rents”);

(iii) The right to accept or reject any offer made by any Tenant pursuant to its Lease to purchase all or any portion of the Property;

(iv) All security deposits delivered by Tenants pursuant to a Lease, whether in cash or letter of credit;

(v) All rights and claims for damage against Tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Bankruptcy Code or any replacement Section thereof; and

(vi) All tenant improvements and fixtures located on the Property.”

(c) Section 2(b) is hereby deleted in its entirety and the following is inserted in lieu thereof:

“(b) Assignor is or will be the lessor under all Leases, in each case either directly or as successor in interest to the named lessor thereunder.”

(d) Section 2 is hereby amended by adding the following new subsections:

“(c) Assignor acknowledges that Assignee has not received for its own account any security deposited by any Tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.”

“(f) Assignor has delivered true, correct, and complete copies of the existing Leases, and there are no defaults under any of the Leases.

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(e) Section 3(a) is hereby deleted in its entirety and the following is inserted in lieu thereof:

“(a) Except as in accordance forth in Section 8.1 of the Loan Agreement (the provisions of said section are incorporated herein as if fully set forth at length in the text of this Assignment), Assignor shall not (i) lease any portion of the Premises, or (ii) alter, modify, amend, terminate, cancelled, extended, renewed or surrendered, nor any term or condition thereof waived, nor shall Assignor consent to any assignment or subletting by any lessee thereunder without the prior written approval of Assignee. Provided, however, the foregoing restriction shall not apply to Approved Leases (as defined below) that meet such criteria both before and after the otherwise proscribed action. .”

(f) Section 11 is hereby deleted in its entirety.

6. **Representations and Warranties.** Mortgagor represents and warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the Property or any of the collateral other than the first lien of the Mortgage and the Permitted Encumbrances, that the Mortgage and the Assignment of Leases, as amended, are binding upon Mortgagor, its successors and assigns, that Lender has heretofore fully performed its obligations under the Loan Documents, and that Mortgagor has no claims or offsets against Lender or against the indebtedness under the Note, the obligations under the Mortgage or the Assignment of Leases, or the obligations under any of the Loan Documents. Mortgagor represents and warrants that (i) it has no defenses, setoffs, counter claims, actions or equities in favor of Mortgagor to or against enforcement of the Note, the Mortgage, the Assignment of Leases, or any other Loan Documents; and (ii) no oral agreement has been made by any of Lender's employees, agents, officers or directors to further modify the Note, the Mortgage, the Assignment of Leases, or any other of the Loan Documents.

7. **Release.** Mortgagor does hereby release and hold harmless Lender, its officers, employees and agents, from and against any claim, action, suit, demand, cost, expense, liability of any kind whether known or unknown, relating in any way to the making of the Loan or the administration thereof, or the communications and business dealings between Lender and Mortgagor through the date hereof.

8. **No Novation; Full Force.** It is the intent of the parties hereto that this Agreement shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage. As modified hereby, the Mortgage shall continue in full force and effect as collateral security for the performance and payment of the Loan, as evidenced by the Note.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

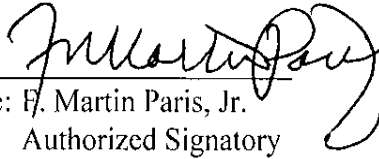
[Signatures on the following page]

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IN WITNESS WHEREOF, Mortgagor has caused this Agreement to be executed the day and year first above written.

MORTGAGOR:

ERIE LASALLE VENTURE LLC, a Delaware limited liability company

By: 
Name: F. Martin Paris, Jr.
Its: Authorized Signatory

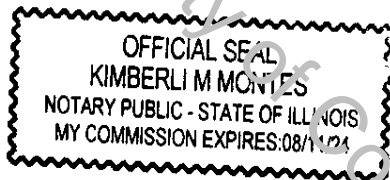
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STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that F. Martin Paris, Jr., the Authorized Signatory of **ERIE LASALLE VENTURE LLC**, a Delaware limited liability company ("Mortgagor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, as the free and voluntary act of such Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13 day of Oct., 2023.



 Notary Public

(SEAL)

My Commission Expires: 8-11-24

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 7 IN THE ASSESSOR'S DIVISION OF LOTS 1 TO 6 IN BLOCK 28 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO DESCRIBED AS:

THE WEST 30 FEET OF LOT 2 AND THAT PART OF LOT 3 LYING EAST OF THE WEST 20 FEET THEREOF IN BLOCK 28 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE CITY OF CHICAGO, IN THE COUNTY IN THE STATE OF ILLINOIS.

PARCEL 2:

THE EAST 25 FEET OF LOT 12 IN BLOCK 3 IN NEWBERRY ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 4, 5 AND 6 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING OF LASALLE STREET AND CONVEYED TO THE CITY OF CHICAGO) IN THE ASSESSOR'S DIVISION OF LOTS 1 TO 6 BOTH INCLUSIVE IN BLOCK 28 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 8 IN THE ASSESSOR'S DIVISION OF LOTS 1 TO 6 IN BLOCK 28 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 3 (EXCEPT THAT PART THEREOF LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET) IN ASSESSOR'S DIVISION OF LOTS 1 TO 6 INCLUSIVE IN BLOCK 28 OF WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS.:	17-09-217-010-0000	17-09-217-011-0000	17-09-217-012-0000
	17-09-217-013-0000	17-09-217-014-0000	17-09-217-015-0000
	17-09-217-016-0000		

ADDRESS: 146 WEST ERIE STREET, CHICAGO, ILLINOIS 60654