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CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 9/3/2024 1:01 PM

PAGE: 1 OF 7

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

Levenfeld Pearlstein, LLC
400 Skokie Blvd., Suite 800
Northbrook, Illinois 60062
Attention: William S. Schwartz

DI 9/16
Karcas

This space reserved for Recorder's use only

AMENDMENT NO. 1 TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

THIS AMENDMENT NO. 1 TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS (this "Agreement") is dated as of August 28, 2024 and is made by RAINA 95th RYAN, LLC, an Illinois limited liability company ("Mortgagor"), in favor of OLD NATIONAL BANK ("Mortgagee").

RECITALS:

A. Mortgagee has previously extended credit facilities to Raishaan Bloomington Donuts, LLC, an Indiana limited liability company and an affiliate of Mortgagor (the "Borrower"), pursuant to that certain Loan and Security Agreement, dated as of August 1, 2023 (the "Original Loan Agreement"), by and between the Borrower and the Mortgagee.

B. The Borrower's obligations under the Original Loan Agreement are secured by, among other things, (i) that certain Mortgage and Security Agreement with Assignment of Rents from Mortgagor to Mortgagee, recorded in the Recorder's Office of Cook County, Illinois (the "Recorder's Office") on August 3, 2023, as Document No. 2321534032 (the "Original Mortgage"; the Original Mortgage as amended by this Agreement, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A attached hereto (the "Property").

C. The Borrower has requested, and Mortgagee has agreed, to modify the terms and conditions of the Original Loan Agreement and the credit facilities extended pursuant thereto and to extend new credit facilities, which shall be memorialized pursuant to the terms of the Amended and Restated Loan and Security Agreement, dated of even date herewith (the "Loan Agreement"), by and between the Borrower and Mortgagee, and guaranteed by Mortgagor pursuant to that certain Amended and Restated Guaranty Agreement dated of even date herewith.

D. It is a condition to the effectiveness of the Loan Agreement that Mortgagor and Mortgagee amend the Original Mortgage to reflect the terms and provisions of the Loan

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Agreement and to provide for security for the new credit facilities extended pursuant thereto, 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 Mortgagee to modify the Original Mortgage 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" and/or to any or all of the "Loan Documents" (as defined in the Original Mortgage) in the Original Mortgage shall be deemed to mean and include the Loan Agreement (as defined above), the documents executed in connection therewith, and the other Loan Documents (as defined in the Loan Agreement). All references to the Original Mortgage in the Loan Documents shall be deemed to mean and include the Original Mortgage as amended by this Agreement.

4. **Amendments to Mortgage.**

(a) The third paragraph on page 1 of the Original Mortgage is hereby amended to read in its entirety as follows:

"NOW, THEREFORE, to secure (i) each of the following:

(i) the payment of the term loan (the "*Term Loan A*") advanced to or for the account of Borrower pursuant to the terms of that certain Amended and Restated Loan and Security Agreement dated as of August 28, 2024, between Borrower and Mortgagee, as the same may from time to time be amended, modified or restated (the "*Loan Agreement*"), in the principal amount of \$15,800,000.00 and which is expressed to mature on August 26, 2031, the final maturity thereof, and all promissory note(s) issued thereunder (if any), including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (the "*Term A Note*"), together with all interest on the outstanding principal balance of such term loan and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Loan Agreement or the Term A Note;

(ii) the payment of the term loan (the "*Term Loan B*") advanced to or for the account of Borrower pursuant to the terms of the Loan Agreement in the principal amount of \$15,500,000.00 and which is expressed to mature on August 28, 2029, the final maturity thereof, and all promissory note(s) issued thereunder (if any), including all promissory

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notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (the "*Term B Note*"), together with all interest on the outstanding principal balance of such term loan and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Loan Agreement or the Term B Note;

(iii) the payment of each line of credit loan (collectively, the "*Line of Credit Loan*") and together with the Term Loan A and the Term Loan B, the "*Loans*") advanced to or for the account of Borrower under the Loan Agreement which advances may aggregate up to \$10,800,000.00 in principal at any one time outstanding and are expressed to mature on August 28, 2025, the final maturity thereof, and all promissory note(s) issued thereunder (if any), including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (the "*Line of Credit Note*" and together with the Term A Note and the Term B Note, the "*Notes*"), together with all interest on all such advances and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Loan Agreement or the Line of Credit Note;

(iv) the payment of all indebtedness, obligations, and liabilities from time to time owing by Borrower under one or more interest rate, foreign currency, and/or commodity swap, exchange, cap, collar, floor, forward, future or option agreements, or any other similar interest rate, currency or commodity hedging arrangements, entered into with Mortgagee, or any its affiliates (the "*Hedging Agreements*"), including all amounts arising under or in connection with the termination thereof, together with all interest thereon and the payment of all fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Hedging Agreements;

(v) the payment of all indebtedness, obligations, and liabilities from time to time owing by Mortgagor under that certain Amended and Restated Guaranty Agreement dated as of even date herewith from Mortgagor in favor of Mortgagee, as the same may from time to time be amended, modified or restated (the "*Guaranty*"), relating to the indebtedness, obligations, and liabilities of Borrower owing to Mortgagee referred to above, together with the payment of all fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Guaranty or the indebtedness, obligations, and liabilities guaranteed thereby; and

(vi) the payment of all obligations, liabilities, contingent reimbursement obligations, fees, and expenses from time to time owing by Mortgagor or Borrower to Mortgagee or any Affiliate of Mortgagee pursuant to or evidenced by an agreement for any service or facility extended to Mortgagor or Borrower by the Mortgagee or any Affiliate of the Mortgagee, including: credit cards, credit card processing services, debit cards, purchase cards, ACH Transactions, or cash management, including controlled disbursement, accounts, lockboxes or other services ("*Bank Product Obligations*");

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(all such notes, agreements, and/or applications evidencing such indebtedness, obligations, and liabilities or otherwise setting forth the terms and conditions related thereto, and all guaranties and security documents therefor, being hereinafter collectively referred to as the “*Loan Documents*”), (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, and (iii) the observance and performance of all covenants and agreements contained herein or in the Loan Documents or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i) through (vi) above being hereinafter collectively referred to as the “*Secured Indebtedness*”), Mortgagee does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns (for the benefit of itself and as representative for the benefit of its affiliates), and grant to Mortgagee, its successors and assigns (for the benefit of itself and as representative for the benefit of its affiliates), a continuing security interest in, all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V, VI, VII, and VIII below, all of the same being collectively referred to herein as the “*Mortgaged Premises*”:

(b) The third paragraph under “GRANTING CLAUSE VIII” is hereby amended and restated in its entirety as follows:

“This Mortgage is given to secure, among other things, future advances made or to be made under a line of credit and/or arising out of draws made or to be made under letter(s) of credit and shall secure not only presently existing Secured Indebtedness under the Loan Documents but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no Secured Indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Secured Indebtedness, including future advances, from the time of its filing for record in the recorder’s office in the county in which the Mortgaged Premises are located. The total amount of Secured Indebtedness may increase or decrease from time to time, but the total unpaid balance of Secured Indebtedness (including disbursements which Mortgagee may make under this Mortgage, the Loan Documents or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of One Hundred Twenty-Six Million Three Hundred Thousand and 00/100 Dollars (\$126,300,000.00) plus interest thereon, all fees, costs and expenses payable thereunder, and all disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the “maximum amount secured hereby”). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby.”

5. **Representations and Warranties.** Mortgagee 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, that the Mortgage is binding upon Mortgagee, its successors and assigns, that Mortgagee has heretofore fully performed its obligations under the Loan Documents, and that Mortgagee has no claims or offsets against Mortgagee or against the indebtedness under the Notes, the obligations under the Mortgage, or the

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obligations under any of the Loan Documents. Mortgagor represents and warrants that (i) it has no defenses, setoffs, counterclaims, actions or equities in favor of Mortgagor to or against enforcement of the Notes, the Mortgage, or any other Loan Documents; and (ii) no oral agreement has been made by any of Mortgagee's employees, agents, officers or directors to further modify the Notes, the Mortgage, or any other of the Loan Documents.

6. **Release.** Mortgagor does hereby release and hold harmless Mortgagee, 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 Loans or the administration thereof, or the communications and business dealings between Mortgagee and Mortgagor through the date hereof.

7. **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 Loans, as evidenced by the Notes.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent otherwise set forth in the Mortgage.

[Signatures on the following page]

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 IN BLOCK 1 IN JOHN H. GAY'S SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 (EXCEPT THAT PART TAKEN BY CITY OF CHICAGO) IN BLOCK 1 IN JOHN N. GAYS SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 205 W. 95th St. Chicago, Illinois 60628

PIN Number: 25-09-203-008-0000; 25-09-203-009-0000