

UNOFFICIAL COPY

Doc#: 1636455188 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/29/2016 10:58 AM Pg: 1 of 4

TCFNATIONAL BANK

**AMENDMENT TO
COMMERCIAL MORTGAGE,
ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND
FINANCING STATEMENT**

*This document prepared by and mail to:
Timothy S. Breems, Sr.
Ruff, Freud, Breems & Nelson Ltd.
200 N. LaSalle Street, Suite 2020
Chicago, IL 60601*

This Box For Recorder's Use Only

**AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FINANCING STATEMENT**

This AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Agreement") is made as of December 19, 2016 by FAHA Management LLC, 2623,*an Illinois series limited liability company ("Mortgagor"), to TCF National Bank, a national banking association, with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527 ("Mortgagee").

*a series of FAHA Management LLC

RECITALS

WHEREAS, Mortgagor, FAHA Management LLC, an Illinois limited liability company; FAHA Management LLC, 708, an Illinois series limited liability company; FAHA Management LLC, 655, an Illinois series limited liability company; FAHA Management LLC, 910, an Illinois series limited liability company; FAHA Management LLC, 3624, an Illinois series limited liability company; FAHA Management LLC, 4335, an Illinois series limited liability company; FAHA Management LLC, 657, an Illinois series limited liability company; FAHA Management LLC, 828, an Illinois series limited liability company; FAHA Management LLC, 651, an Illinois series limited liability company ("FAHA 651"); and FAHA Management LLC, 653, an Illinois series limited liability company ("FAHA 653"), (collectively referred to herein as "Borrowers"), are indebted to the Bank in the principal amount not to exceed \$12,100,000.00 (the "Loan") as evidenced by that certain Commercial Mortgage Installment Note dated August 30, 2012 in the original principal amount of \$10,204,000.00 executed and delivered by Borrowers other than FAHA 651 and FAHA 653 to the Bank as increased to a principal amount not to exceed \$12,100,000.00, additionally assumed by FAHA 651 and FAHA 653, extended and modified by that certain Loan Assumption, First Note Modification and Increase Agreement of even date

275562

UNOFFICIAL COPY

herewith (the "Loan Increase, Assumption and Modification Agreement") by and between Borrowers and Mortgagee (the "Note").

WHEREAS, the Loan evidenced by the Note is further evidenced and secured by that certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated August 30, 2012 executed and delivered by Mortgagor to Mortgagee and recorded with the Cook County Recorder on September 6, 2012 as Document No. 1225026219 (the "Mortgage"), which Mortgage relates to and encumbers the property legally described on Exhibit A attached hereto and made a part hereof (the "Premises").

WHEREAS, Borrowers desires to modify the Mortgage to provide that such Mortgage continues in full force and effect to secure the Loan as increased to an outstanding principal amount not to exceed \$12,100,000.00, as extended to a maturity date of December 10, 2023 and otherwise modified by the Loan Increase, Assumption and Modification Agreement, pursuant to the terms, covenants and conditions set forth herein; and

WHEREAS, to induce the Mortgagee to modify the Mortgage to provide that such Mortgage continues in full force and effect to secure the Note as increased, extended and modified as described above, Mortgagor has offered to enter into this Agreement. Mortgagee has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagor hereby agrees with the Mortgagee as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.

2. The Mortgage is hereby modified to continue in full force and effect to evidence and secure, without limitation, the Loan as increased to a principal amount not to exceed Twelve Million One Hundred Thousand and 00/100 Dollars (\$12,100,000.00), extended and modified pursuant to the Loan Increase, Assumption and Modification Agreement, such that any reference in such Mortgage to "Note" which is evidenced or secured by such Mortgage shall mean the Note as increased, additionally assumed, extended and modified by the Loan Increase, Assumption and Modification Agreement and as the same may otherwise be modified, renewed or extended, such that any reference in the Mortgage to the term "Liabilities" shall additionally include without limitation any and all liabilities, obligations and indebtedness including interest accruing on and under the Note owing by Borrowers to the Mortgagee, and such that reference in the Mortgage to the maturity date of the Loan shall mean December 10, 2023.

3. In all respects, other than those expressly amended, modified or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms and conditions of the Mortgage.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year above written.

MORTGAGOR:

FAHA Management LLC, 2623, a series of FAHA Management LLC, an Illinois ~~series~~ limited liability company,

By: Anna T. Coakley
Name: Anna T. Coakley
Title: Manager

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Anna T. Coakley, personally known to me to be the same person whose name is as Manager of FAHA Management LLC, 2623, an Illinois series limited liability company, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she, being thereunto duly authorized, signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said series limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15 day of December, 2016.

[Signature]

Notary Public

My Commission Expires: _____



UNOFFICIAL COPY

EXHIBIT A

To

AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

LEGAL DESCRIPTION

UNITS A, B, C, D, E, F, AND G IN THE 2623 NORTH HALSTED CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 25 AND 26 IN BLOCK 2 SUB-LOT "E" IN WRIGHTWOOD, BEING A SUBDIVISION THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 00225058, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

PARCEL A: THE EXCLUSIVE RIGHT TO USE PARKING SPACES P-2, P-3, P-4, P-5, P-6, P-7 AND P-8, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED DECLARATION AFORESAID RECORDED AS DOCUMENT 00225058

Address: 2623 N. Halsted, Units A, B, C, D, E, F and G and Parking Spaces P-2, P-3, P-4, P-5, P-6, P-7 and P-8, Chicago, IL

PIN: 14-28-302-059-1002; 14-28-302-059-1003; 14-28-302-059-1004;
14-28-302-059-1006; 14-28-302-059-1007; 14-28-302-059-1008;
14-28-302-059-1009