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by and should be returned to:
First Eagle Bank
1040 E. Lake St.
Hanover Park, IL. 60133

Doc# 1713845013 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/18/2017 09:57 AM PG: 1 OF 8

FIRST AMERICAN TITLE
FILE # 2811622A

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is dated as of the 28th day of April, 2017 and made by and among Environs Development Howe Partners, LLC – 1815 Howe, an Illinois limited liability Company ("Borrower"); Environs Development Howe Partners, LLC, an Illinois limited liability company, Environs Development Holdings, LLC, an Illinois limited liability company, Environs Development, Inc., an Illinois Corporation, and Kenneth F. Brinkman (Collectively "Guarantor"); and First Eagle Bank ("Lender").

A. On December 12, 2016 Lender made a loan (the "Loan") to Borrower in the amount of Three Million Eight Hundred Twenty Seven Thousand Eighty Two and 00/100 Dollars (\$3,827,082.00). The Loan is evidenced by the Promissory Note of Borrower dated December 12, 2016 in the principal amount of \$3,827,082.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated December 12, 2016, and recorded as Document Nos. 1635634036 and 1635634037 on December 21, 2016 with the Recorder of Deeds of Cook County, Illinois which was executed by Borrower in favor of Lender and which created a first lien on the property ("Property") known as 1815 N. Howe Street, Chicago, IL 60614 which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantor dated December 12, 2016. The Note, Mortgage, Guaranty, and any and all other documents executed pursuant to or in connection with the Loan by Borrower or Guarantor, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents".

D. The Note is further secured by an Assignment of Life Insurance Policy as Collateral executed by Kenneth F. Brickman, Jr. in favor of Lender covering Protective

Prepared By:LMH
Officer Review
Initial Review W Date 4/27/17
Final Review W Date 5/1/17
Loan # 107294

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Life Insurance Co. Policy No. TU5129390 on the life of Kenneth F. Brinkman, Jr. ("Assignment").

E. Borrower and Guarantor request the increase the amount of the loan to \$4,217,756.00. Lender has agreed to the requests as aforesaid, subject to the following covenants, agreements, representations and warranties.

NOW THEREFORE, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals**. The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Loan Amount**. The Note is hereby amended by increasing the Loan Amount by Three Hundred Ninety Thousand Six Hundred Seventy Four and 00/100 Dollars (\$390,674.00) from Three Million Eight Hundred Twenty Seven Thousand Eighty Two and 00/100 Dollars (\$3,827,082.00) to Four Million Two Hundred Seventeen Thousand Seven Hundred Fifty Six and 00/100 Dollars (\$4,217,756.00). Borrower will pay the Loan, which has a current principal balance of \$1,849,864.00, with interest at the rate per annum equal to the greater of (i) 1.00% above the Index as defined in the Note or (ii) Five percent (5.00%) in one payment of all outstanding principal plus all accrued unpaid interest on December 12, 2017.

3. **Amended and Reinstated Promissory Note**. Concurrent with the execution of this First Amendment, Borrower shall execute and deliver to Lender an Amendment and Reinstated Promissory Note of even date herewith in the principal amount of \$4,217,756.00 (the "Amended Note"). All references in the Loan Documents to the "Note" shall hereafter be deemed to be a reference to the "Amended Note".

4. **Modification of Documents**. The Mortgage, Guaranty, and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended.

5. **Guarantor Not Released**. Guarantor acknowledges and consents to the amendments and modifications set forth in this First Amendment. As additional consideration for Lender to amend the Note, Guarantor shall execute and deliver to Lender, concurrent with the execution of this First Amendment, an Amended and Restated Commercial Guaranty of even date herewith in the original principal amount of \$4,217,756.00 (the "Amended Guaranty"). All references in the Loan Documents to the "Guaranty" shall hereafter be deemed to be a reference to the "Amended Guaranty".

6. **Restatement of Representations**. Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage, Guaranty, and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-

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offs against the enforcement by Lender of their respective obligations and liabilities under the Note, Mortgage, Guaranty, and other Loan Documents, as so amended.

7. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Amended Note, Mortgage, Assignment, Collateral Assignment, Amended Guaranty, and other Loan Documents.

8. **Documents Unmodified.** Except as modified hereby and by the Amended Note and Amended Guaranty, the Mortgage, Assignment, Collateral Assignment, and other Loan Documents shall remain unmodified and in full force and effect.

9. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of Three Thousand Nine Hundred Six and 00/100 Dollar (\$3,906.00) plus all out-of-pocket costs and expenses incurred by Lender in connection with this First Amendment, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

10. **Binding Agreement.** This First Amendment shall not be construed more strictly against Lender than against Borrower or Guarantor(s) merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor(s) and Lender have contributed substantially and materially to the preparation of this Amendment, and Borrower, Guarantor(s) and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this First Amendment. Each of the parties to this First Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this First Amendment, and recognizes that it is executing and delivering this First Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this First Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

11. **Severability.** In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

This First Amendment shall extend to and be binding upon each Borrower and Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This First Amendment shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

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This First Amendment constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS FIRST AMENDMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS FIRST AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS FIRST AMENDMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED FIRST AMENDMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, this First Amendment was executed by the undersigned as of the date and year first set forth above.

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BORROWER:

Environs Development Howe Partners, LLC – 1815 Howe, an Illinois limited liability company

By: 
Kenneth F. Brinkman, Member

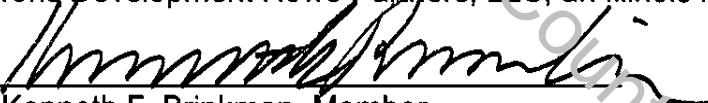
By: 
Christopher McKinnis, Member

GUARANTOR:

Environs Development Holdings, LLC, an Illinois limited liability company

By: 
Kenneth F. Brinkman, Member

Environs Development Howe Partners, LLC, an Illinois limited liability company

By: 
Kenneth F. Brinkman, Member

By: 
Christopher McKinnis, Member

Environs Development, Inc., an Illinois corporation

By: 
Kenneth F. Brinkman, President & Secretary


Kenneth F. Brinkman, Individually

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LENDER:

First Eagle Bank

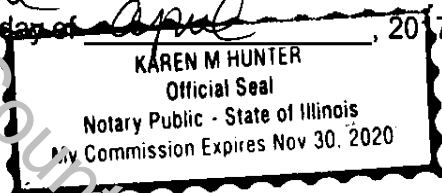
By: *Rachel Reinwald*
Rachel Reinwald, Commercial Lending Officer

BORROWER'S ACKNOWLEDGMENT

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 Kenneth F. Brinkman and Christopher McKinnis, both Members of Environs Development How Partners, LLC – 1815 Howe, an Illinois limited liability company, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 28th day of April, 2017.
Karen Hunter
Notary Public



GUARANTORS' ACKNOWLEDGMENT

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 Kenneth F. Brinkman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 28th day of April, 2017.
Karen Hunter
Notary Public



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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 Kenneth F. Brinkman and Christopher McKinnis, both Members of Environs Development Howe Partners, LLC, an Illinois limited liability company, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 28th day of April, 2017.

Karen Hunter
Notary Public



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 Kenneth F. Brinkman, President & Secretary of Environs Development, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 28th day of April, 2017.

Karen Hunter
Notary Public



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 Kenneth F. Brinkman, Member of Environs Development Holdings, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 28th day of April, 2017.

Karen Hunter
Notary Public



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LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF ~~Cook~~
Kane

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rachel Reinwald, Commercial Lending Officer of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the bank he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 1ST day of May, 2017

Julianna Carpenter
Notary Public

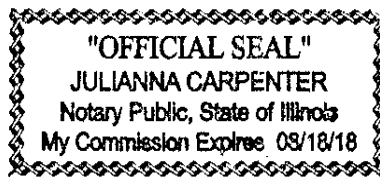


EXHIBIT "A"

THE NORTH HALF OF THE WEST HALF (EXCEPT THAT PART FALLING IN THE PUBLIC ALLEY AND EXCEPT THAT PART FALLING IN HOWE STREET) OF THE EAST HALF OF THE SOUTH HALF OF LOT 15, IN BLOCK 2, IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1815 N. HOWE STREET, CHICAGO, IL 60614

P.I.N.: 14-33-303-138-1001, 14-33-303-138-1002, 14-33-303-38-1003, 14-33-303-138-1004, 14-33-308-138-1005, 14-33-303-138-1006, 14-33-303-138-1007, 14-33-303-138-1008, 14-3-303-138-1009 AND 14-33-303-138-1010