



Doc# 1715341001 Fee \$50.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY RECORDER OF DEEDS  
DATE: 06/02/2017 09:31 AM PG: 1 OF 7

Prepared by and When Recorded Return

To:

William P. Ellsworth  
Chuhak & Tecson, P.C.  
30 S. Wacker Drive, Suite 2600  
Chicago, IL 60606

**ILLINOIS REAL ESTATE**  
8614-54 S. Vincennes Avenue, Chicago,  
IL **60620**  
PIN(s): 20-33-308-003-0000,  
20-33-308-004-0000, 20-33-308-005-0000,  
20-33-308-018-0000, 20-33-308-019-0000,  
20-33-308-020-0000, 20-33-308-021-0000,  
20-33-308-022-0000, 20-33-308-023-0000,  
20-33-308-024-0000, 20-33-308-025-0000,  
20-33-308-027-0000, 20-33-308-028-0000,  
20-33-308-029-0000

FS0000678 **46** 1 of 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

**FIRST MODIFICATION TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS**

**Dated as of March 5, 2017**

**FROM**

Four Partners Property, LLC, an Illinois limited liability company

and

FIRST MIDWEST BANK as successor in interest to Standard Bank and Trust Company as Trustee under Trust Agreement dated June 24, 2010 and known as Trust Number 20861

**TO**

FIRST MIDWEST BANK as successor in interest to Standard Bank and Trust Company

*Box 400*

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P 7  
S N  
SC V  
INT AB

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## FIRST MODIFICATION TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

THIS FIRST MODIFICATION TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS ("**Modification**") is made as of this 5<sup>th</sup> day of May, 2017 and effective as of the 5<sup>th</sup> day of March, 2017 ("**Effective Date**") by FOUR PARTNERS PROPERTY, LLC, an Illinois limited liability company, whose address is 4651 W. 79th St., Suite 105, Chicago, IL 60652 ("**Borrower**"), FIRST MIDWEST BANK as successor in interest to Standard Bank and Trust Company as Trustee under Trust Agreement dated June 24, 2010 and known as Trust Number 20861 ("**Land Trust**" and collectively with Borrower, the "**Mortgagor**") and FIRST MIDWEST BANK as successor in interest to Standard Bank and Trust Company, with a business address of 10322 Indianapolis Boulevard, Highland, Indiana 46322 ("**Lender**" or alternatively "**Mortgagee**").

### RECITALS

A. Mortgagor is the title holder of record of certain real estate commonly known as 8614-54 S. Vincennes Avenue, Chicago, Illinois which is legally described on Exhibit A attached hereto and incorporated herein by reference.

B. Reference is hereby made to that certain Amended and Restated Mortgage and Security Agreement with Assignment of Rents dated as of February 5, 2012 and recorded with the Cook County Recorder of Deeds on April 20, 2012 as Document #1211111033 against the property legally described on Exhibit A ("**Mortgage**") which Mortgage secures that certain Amended and Restated Loan Agreement dated as of February 5, 2012, which has been modified by that certain First Amendment to Amended and Restated Loan Agreement dated as of the date hereof and effective as of the Effective Date (as amended, extended, restated, supplemented or modified from time to time, the "**Loan Agreement**," which Loan Agreement is incorporated herein by reference).

C. The Mortgage, as modified herein and as hereinafter modified, amended, restated, shall continue to be collateral security for the Loan.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Mortgagor acknowledges, the Mortgagor hereby modifies the Mortgage upon the following terms and conditions.

### MODIFICATIONS AND AGREEMENTS

**ARTICLE 1. Modifications.** Mortgagor hereby modifies the Mortgage as follows:

1.1. The term "**Loan Agreement**" as used and set forth in the Mortgage is hereby amended and shall hereinafter be defined as follows: "The term "**Loan Agreement**" shall mean, that certain Amended and Restated Loan Agreement dated as of February 5, 2012, executed by Borrower, and all subsequent amendments, supplements, modifications, renewals, extensions,

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restatements, substitutions and replacements of such Loan Agreement, including without limitation, that certain First Amendment to Amended and Restated Loan Agreement dated as of the date hereof and effective as of the Effective Date.”

1.2. The definition of “**Note**” set forth in the Mortgage is hereby amended and restated as follows: “The word “**Note**” shall mean, that certain Amended and Restated Promissory Note made in favor of Lender in the original principal amount of One Million Four Hundred Sixty Six Thousand Four Hundred Twenty and 00/100 (\$1,466,420.00) dated as of the date hereof and effective as of the Effective Date, executed by Borrower, and all subsequent amendments, supplements, modifications, renewals, extensions, restatements, substitutions and replacements (if any) of such Note.”

1.3. The term “**Indebtedness**” as defined in the Mortgage shall hereinafter refer to the Note, as defined in this Modification.

**ARTICLE 2. Continuing Validity.** Except as expressly modified above, the terms of the Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. This Modification does not waive Lender’s right to require strict performance of the Mortgage as changed herein nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction, payment, settlement or novation of any Note secured by the Mortgage, or a release of the Mortgage or otherwise adversely affect any lien or security interest securing the Indebtedness or the priority thereof, or adversely affect other rights of the Lender against Borrower or any other party primarily or secondarily liable for such Indebtedness. It is the intention of Lender to retain as liable all parties, makers, endorsers and guarantors of the Note including accommodation parties, unless a party is expressly released by Lender in writing.

**ARTICLE 3. Mortgage Validity.** The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Lender. Mortgagor and Borrower have no claims, counterclaims or set-offs with respect to the Loan or the Loan Documents as modified herein or in the Mortgage, Note or Loan Documents.

**ARTICLE 4. Time.** Time is of the essence of this Modification and each term hereof.

**ARTICLE 5. General Provisions.** Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of this Modification, the Mortgage, Note, or any Loan Documents, nor should any such waiver be considered continuing in nature.

**ARTICLE 6. Governing Law.** This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law.

**ARTICLE 7. Authority.** The signatories hereto state that they have read and understand this Modification, 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.

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**ARTICLE 8. Waivers.** In any action arising out of the Mortgage or this Modification, Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in Cook County, Illinois and to service of process by any means authorized by federal or governing state law. THE MORTGAGOR AND BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MODIFICATION OR THE MORTGAGE.

**ARTICLE 9. References to Mortgage.** Each reference in this Modification to "this Modification" "hereunder", "hereof", or words of like import, and each reference to the Mortgage in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to the Mortgage, as amended hereby.


*(Signature Page Follows)*

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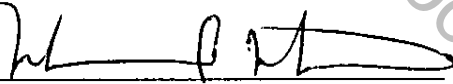
IN WITNESS WHEREOF, Mortgagor has caused this First Modification to Amended and Restated Mortgage and Security Agreement with Assignment of Rents to be executed as of the date above listed.

**FIRST MIDWEST BANK AS  
SUCCESSOR IN INTEREST TO  
STANDARD BANK AND TRUST  
COMPANY AS TRUSTEE UNDER  
TRUST AGREEMENT DATED JUNE 24,  
2010 AND KNOWN AS TRUST NUMBER  
20861**

This instrument is signed, sealed and delivered by FIRST MIDWEST BANK, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said FIRST MIDWEST BANK only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only this property or assets in the possession of said FIRST MIDWEST BANK as Trustee as aforesaid, and the said FIRST MIDWEST BANK does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and deliver hereof, nor shall FIRST MIDWEST BANK, either individually or as Trustee, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

By:   
Name: Joy L. Hooper  
Title: Trust Officer

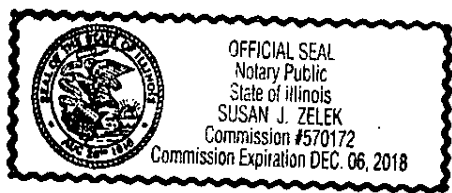
**FOUR PARTNERS PROPERTY, LLC**

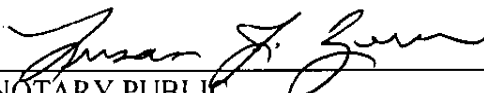
By:   
Mohamed Mohsin, Member (Designated Person)

STATE OF ILLINOIS         )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned, a notary public in and for said County and state, DOES HEREBY CERTIFY that Joy L. Hooper and T.O., personally known to me to be Officers of First Midwest Bank and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation AS TRUSTEE, for the uses and purposes therein set forth.

Given under my hand and official seal as of May 18, 2017.



  
NOTARY PUBLIC

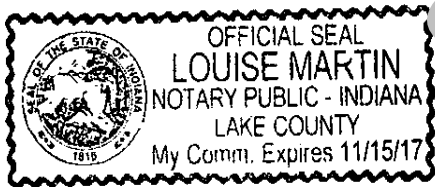
My Commission Expires: \_\_\_\_\_

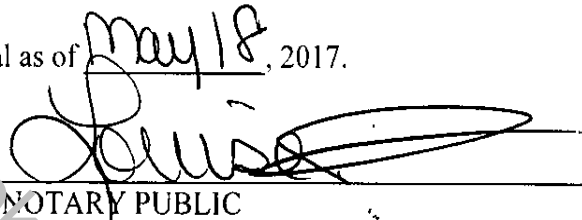
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Indiana  
 STATE OF ~~ILLINOIS~~ )  
                   Lake ) SS  
 COUNTY OF ~~COOK~~ )

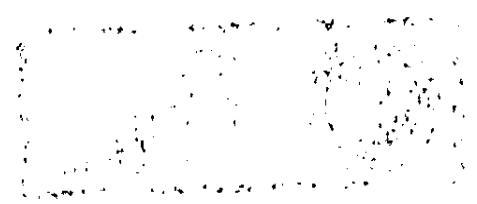
I, the undersigned, a Notary Public in and for said County, and State aforesaid, DO HEREBY CERTIFY that that Mohamed Mohsin, the above named Member of FOUR PARTNERS PROPERTY, LLC, an Illinois limited liability company ("**Company**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged the he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Company; and the said Mohamed Mohsin then and there caused the corporate seal of said Company to be affixed to said instrument.

Given under my hand and official seal as of May 18, 2017.



  
 \_\_\_\_\_  
 NOTARY PUBLIC

PROPERTY OF COOK County Clerk's Office



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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOTS 4 TO 17 IN BLOCK 5 IN COLE AND COREY'S SUBDIVISION OF LOT 9 IN THE ASSESSOR'S DIVISION OF THE WEST HALF OF SECTION 33 AND THAT PART LYING EAST OF CHICAGO AND ROCK ISLAND AND PACIFIC RAILROAD OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

#### PARCEL 2:

LOTS 21, 22, 23 AND 24 IN THE SUBDIVISION OF BLOCK 4 IN COLE AND COREY'S SUBDIVISION OF LOT 9 IN THE ASSESSOR'S DIVISION OF THE WEST HALF OF SECTION 33 AND PART OF SECTION 33 LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 2 IN BLOCK 5 IN COLE AND COREY'S SUBDIVISION OF LOT 9 IN THE ASSESSOR'S DIVISION OF THE WEST HALF OF SECTION 33 AND PART OF SECTION 33 LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 8614-54 S. Vincennes Avenue, Chicago, IL 60630

PIN NOS.: 20-33-308-003-0000, 20-33-308-004-0000, 20-33-308-005-0000,  
20-33-308-018-0000, 20-33-308-019-0000, 20-33-308-020-0000,  
20-33-308-021-0000, 20-33-308-022-0000, 20-33-308-023-0000,  
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