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Karen A. Yarbrough  
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RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Paul Hastings LLP  
71 S. Wacker Drive, 45th Floor  
Chicago, Illinois 60606  
Attention: Bradley V. Ritter, Esq.

Citi Loan #23438

**FIRST AMENDMENT TO LEASEHOLD  
MULTIFAMILY MORTGAGE,  
ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT,  
AND FIXTURE FILING**

by

**NORTH SUBURBAN HOUSING, LLC,**  
an Illinois limited liability company, as Borrower

and

**CITIBANK, N.A.,**  
a national banking association, as Lender

**Property Address:**

**9238 Gross Point Road, Skokie, IL 60077 and 215 W. Miner, Arlington Heights, IL 60005**

**Property Identification Numbers:**

**03-30-418-015-0000, 03-30-418-014-0000, 03-30-418-034-0000, 03-30-418-035-0000,  
03-30-418-036-0000, 03-30-418-037-0000 and 10-16-204-022-0000**

**This document serves as a fixture filing under the Illinois Uniform Commercial Code,  
Chapter 810 ILCS 5/9-502(b) et seq.**

**Borrower's Organizational Identification Number is 36-4800745**

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## FIRST AMENDMENT TO LEASEHOLD MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

This FIRST AMENDMENT TO LEASEHOLD MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "Amendment") is made effective as of June 29, 2018, between NORTH SUBURBAN HOUSING, LLC, an Illinois limited liability company, whose address is 175 W. Jackson Blvd, Suite 350, Chicago, IL 60604, as Borrower ("Borrower"), and CITIBANK, N.A., a national banking association, whose address is 390 Greenwich Street, 2nd Floor, New York, NY 10013 and its successors and assigns, as Lender ("Lender"). Borrower's organizational identification number is 36-4800745.

### RECITALS

Reference is made to the following facts that constitute the background of this Amendment:

A. Borrower applied to Lender for a loan (the "Loan") for the acquisition, construction, rehabilitation, development, equipping and/or operation of two multifamily residential projects, one containing 127 units located in Skokie, Cook County, Illinois and known as Armond King Apartments ("Armond King Apartments"), and the other containing 119 units located in Arlington Heights, Cook County, Illinois and known as Albert Goedke House ("Albert Goedke Apartments"), and together with the Armond King Apartments, collectively, the "Mortgaged Property"). The Mortgaged Property is located on real property more particularly described in Exhibit A attached hereto.

B. The Loan was evidenced by that certain Multifamily Construction Note dated as of November 23, 2015, in the maximum principal amount of Sixteen Million Three Hundred Forty Five Thousand, Eighty Eight and No/100 Dollars (\$16,345,088.00), made by Borrower payable to the order of Lender (the "Note"), and that certain Construction Loan Agreement dated as of November 23, 2015, by and between Borrower and Lender (the "Loan Agreement"), and that certain Multifamily Loan Extension and Modification Agreement dated as of May 31, 2018 by and between Borrower and Lender..

C. The Loan is secured by, among other things, that certain Leasehold Multifamily Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing executed by Borrower for the benefit of Lender and recorded on December 1, 2015, in the Official Records of Cook County, Illinois, as Document No. 1533522070 (the "Security Instrument"; together with the Note, the Loan Agreement, and all other documents executed in connection with the Loan, including this Amendment, the "Loan Documents"), which Security Instrument encumbers the Mortgaged Property. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

D. Borrower has satisfied the Conditions to Conversion (as defined in the Loan Agreement) set forth in the Loan Agreement and caused the conversion of the Loan to a permanent loan. In connection with the Conversion (as defined in the Loan Agreement), Borrower has executed and delivered to Lender that certain Multifamily Permanent Note dated

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as of the date hereof, in the maximum principal amount of Four Million Four Hundred Fifty Thousand and No/100 Dollars (\$4,450,000.00) (the "Permanent Loan Amount"), made by Borrower payable to the order of Lender (the "Permanent Note").

E. Borrower and Lender desire to amend the Security Instrument to, among other matters, to account for the Conversion of the Loan and the delivery of the Permanent Note.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions set forth herein and in the Loan Documents, and for other valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The first recital of the Security Instrument is hereby amended to delete the amount of Sixteen Million Three Hundred Forty Five Thousand, Eighty-Eight and 00/100 Dollars (\$16,345,088.00) and insert in its place the amount of Four Million Four Hundred Fifty Thousand and No/100 Dollars (\$4,450,000.00).

Section 2. Definitions. Section 1 of the Security Instrument is hereby amended as follows:

- (1) To add the following definition:

"Permanent Note" means that certain Multifamily Permanent Note dated as of May 30, 2018, in the maximum principal amount of Four Million Four Hundred Fifty Thousand and No/100 Dollars (\$4,450,000.00).

- (2) To modify the current subparagraph (hh) to read as follows:

"Maturity Date" shall mean, (i) with respect to the Construction Note, December 1, 2017, as the same may be extended by six (6) months pursuant to Section 5.1 of the Loan Agreement, (ii) with respect to the Permanent Note, June 29, 2038, or (iii) any date on which the unpaid principal balance of the Note becomes due or payable by acceleration or otherwise.

Section 3. Notice. Section 30 of the Security Instrument is hereby amended to delete the (i) name "Kenneth Goldin" and insert the name "Lauren Mack" in lieu thereof, and (ii) number "(708) 485-8301" and insert "(312) 332-0419" in lieu thereof.

Section 4. Maximum Amount of Indebtedness. Section 43(d) of the Security Instrument is hereby amended to delete the amount of Thirty Five Million and 00/100 Dollars (\$35,000,000.00) and insert in its place the amount of Eight Million Nine Hundred Thousand and No/100 Dollars (\$8,900,000.00).

Section 5. Ratification. Each reference in the Loan Documents to Security Instrument shall mean the Security Instrument, as amended by this Amendment. Other than as set forth herein, the Security Instrument remains unmodified and in full force and effect.

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Amendment or caused this Amendment to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

**BORROWER:**

NORTH SUBURBAN HOUSING, LLC, an Illinois limited liability company

By: ONEVISION HOUSING II, LLC,  
its Manager

By: HOUSING AUTHORITY OF COOK COUNTY, its Managing Member

By:   
Name: Karl Becker  
Its: Chief Financial Officer

*[Signatures continued on following page]*

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**LENDER:**

CITIBANK, N.A.

By: 

Name: \_\_\_\_\_

Title: Shirley Leung  
Authorized Signatory

[Signatures continued on following page]

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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 KARL BECKER, personally known to me to be the VICE PRESIDENT of North Suburban Housing, LLC, an Illinois limited liability company, and 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 signed and delivered the said instrument.

GIVEN under my hand and official seal this 27<sup>th</sup> day of June, 2018.



*Deborah A. Kyker*  
\_\_\_\_\_  
Notary Public

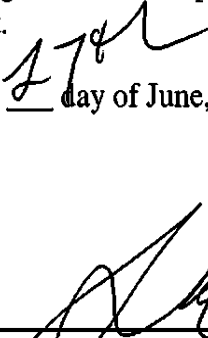
(SEAL)

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STATE OF New York )  
 ) SS.  
COUNTY OF New York )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Shirley Leung, personally known to me to be the ~~Authorized Signatory~~ of CITIBANK, N.A., and 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 signed and delivered the said instrument.

GIVEN under my hand and official seal this 27<sup>th</sup> day of June, 2018.

  
\_\_\_\_\_  
Notary Public

(SEAL)

NEYDELIN Z BANEGAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BA629 767  
Qualified in Suffolk County  
My Commission Expires 10-21-2021



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## EXHIBIT A

### DESCRIPTION OF THE LAND

Address: 9238 Gross Point Road, Skokie, IL 60077 and 215 W. Miner, Arlington Heights, IL 60005

Property Index Numbers: 03-30-418-015-0000, 03-30-418-014-0000, 03-30-418-034-0000, 03-30-418-035-0000, 03-30-418-036-0000, 03-30-418-037-0000 and 10-16-204-022-0000

Real property in the City of Skokie, County of Cook, State of Illinois, described as follows:

**PARCEL 1:**

LOT 2 IN BLOCK 3 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 1 AND 4 IN BLOCK 4 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 3 IN BLOCK 3 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

LOT 3 IN BLOCK 2 AND LOT 4 IN BLOCK 3 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real property in the City of Arlington Heights, County of Cook, State of Illinois, described as follows:

THAT PART OF THE NORTH EAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF LAMON AVENUE EXTENDED FROM CHURCH STREET, DESCRIBED AS FOLLOWS: COMMENCING AT A STAKE AT THE INTERSECTION OF THE CENTER LINE OF THE ROAD FROM GROSS POINT TO NILES WITH THE NORTHERLY LINE OF CHARLES ODE'S TEN ACRE TRACT AND DISTANT NORTH 52 DEGREES WEST FROM THE SOUTH LINE OF THE NORTH EAST QUARTER OF SECTION 16, AFORESAID, 4 CHAINS AND 53 LINKS; RUNNING THENCE ALONG THE CENTER

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LINE OF SAID ROAD NORTH 36 DEGREES AND 45 MINUTES EAST A DISTANCE OF 2 CHAINS AND 68 LINKS; THENCE NORTH 36 DEGREES WEST A DISTANCE OF 23 CHAINS AND 41 LINKS TO THE EAST LINE OF CHARLES ODE'S SEVEN ACRE TRACT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF TRACT AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTH EAST QUARTER OF SAID SECTION 16, A DISTANCE OF 11.0 CHAINS AND 28 LINKS; THENCE SOUTH 52 DEGREES EAST A DISTANCE OF 15 CHAINS AND 70 LINKS TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWESTERLY 10.0 ACRES OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE TOWN OF NILES (EXCEPT THE SOUTHEASTERLY 40.0 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTH CORNER OF THE ABOVE DESCRIBED PREMISES; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 419.18 FEET TO THE SOUTHWESTERLY LINE OF SAID PREMISES, THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 272.48 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID PREMISES; THENCE NORTH 36 DEGREES WEST 228.30 FEET TO THE POINT OF BEGINNING); ALL IN COOK COUNTY, ILLINOIS.

Also Known As:

THAT PART OF THE NORTH EAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF LAMON AVENUE EXTENDED FROM CHURCH STREET, DESCRIBED AS FOLLOWS: COMMENCING AT A STAKE AT THE INTERSECTION OF THE CENTER LINE OF THE ROAD FROM GROSS POINT TO NILES WITH THE NORTHERLY LINE OF CHARLES ODE'S TEN ACRE TRACT AND DISTANT NORTH 52 DEGREES WEST FROM THE SOUTH LINE OF THE NORTH EAST QUARTER OF SECTION 16, AFORESAID, 298.98 FEET; RUNNING THENCE ALONG THE CENTER LINE OF SAID ROAD NORTH 36 DEGREES AND 45 MINUTES EAST A DISTANCE OF 176.88 FEET; THENCE NORTH 36 DEGREES WEST A DISTANCE OF 1545.06 FEET, TO THE EAST LINE OF CHARLES ODE'S SEVEN ACRE TRACT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF TRACT AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTH EAST QUARTER OF SAID SECTION 16, A DISTANCE OF 744.48 FEET; THENCE SOUTH 52 DEGREES EAST A DISTANCE OF 1036.20 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWESTERLY 10.0 ACRES OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE TOWN OF NILES (EXCEPT THE SOUTHEASTERLY 40.0 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTH CORNER OF THE ABOVE DESCRIBED PREMISES; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 419.18 FEET TO THE SOUTHWESTERLY LINE OF SAID PREMISES, THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 272.48 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID PREMISES; THENCE NORTH 36 DEGREES WEST 228.30 FEET TO THE POINT OF BEGINNING); ALL IN COOK COUNTY, ILLINOIS.