

# UNOFFICIAL COPY

Doc#: 1827049035 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/27/2018 01:09 PM Pg: 1 of 8

**GIT**

40011402-DD1 11

PREPARED BY, RECORDING REQUESTED  
BY AND WHEN RECORDED MAIL TO:

Loeb & Loeb LLP  
345 Park Avenue  
New York, New York 10154  
Attention: Jeffrey S. Fricd, Esq.

Premises Address:

6230 North Kenmore Avenue  
Chicago, Illinois

PROPERTY IDENTIFICATION NUMBER(S):

See Exhibit A

LEGAL DESCRIPTION – See Exhibit A

(Space Above For Recorder's Use)

**BCHKENMO 6230, LLC, as Borrower**

**and**

**DEUTSCHE BANK TRUST COMPANY AMERICAS, as Lender**

**MORTGAGE MODIFICATION AGREEMENT**

Date: September 25, 2018  
Address: 6230 North Kenmore Avenue  
City: Chicago  
County: Cook  
Parcel ID# 14-05-205-013-0000

# UNOFFICIAL COPY

**THIS MORTGAGE MODIFICATION AGREEMENT** (as amended, restated, supplemented or modified from time to time, this "Agreement"), dated as of September 25, 2018; between **BCHKENMO 6230, LLC**, an Illinois limited liability company, having an address at 107 Green Bay Road, Wilmette, Illinois 60091 ("Borrower"), and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a New York banking corporation ("Lender"), having an address at 345 Park Avenue, 14<sup>th</sup> Floor, New York, New York 10154.

## WITNESSETH:

WHEREAS, Borrower and Lender entered into that certain Term Loan Agreement dated as of February 13, 2014 (as previously amended, as amended on the date hereof and as such may be further amended, supplemented, renewed, extended, replaced, or restated from time, the "Loan Agreement"), pursuant to which Lender agreed to make loans to Borrower up to the principal amount of \$19,525,000;

WHEREAS, to secure the indebtedness of the Borrower to Lender arising from the Loan Agreement, Borrower executed and delivered to Lender that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement given by Borrower to Lender covering the fee estate of Borrower in the real property set forth on Exhibit A thereto (the "Premises"), and recorded on February 19, 2014 in the Recorder of Deeds of Cook County, Illinois as Instrument #: 1405057021 (the "Mortgage");

WHEREAS, Borrower and Lender entered into that certain Third Amendment to Term Loan Agreement and Omnibus Amendment to Loan Documents, dated as of the date hereof, whereby, among other things, the parties agreed to increase the amount of the Loan (as defined in the Loan Agreement); and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in order to amend the terms of the Mortgage, the parties hereto agree for themselves, their successors and assigns as follows:

1. Each occurrence of "Nineteen Million Five Hundred Twenty Five Thousand and 00/100 Dollars" in the Mortgage shall be amended to "Nineteen Million Eight Hundred Thousand Two Hundred Fifty One and 00/100 Dollars" and each occurrence of "\$19,525,000" in the Mortgage shall be amended to "\$19,800,251".

2. Borrower's obligations under this Agreement, the Mortgage and the other Loan Documents (as hereinafter defined) is absolute and unconditional and are valid irrespective of any other agreement or circumstance which might otherwise constitute a defense to the obligations under this Agreement, the Loan Agreement or any other documents, instruments or agreements related thereto (the "Loan Documents") or to the obligations of others related to any of the foregoing. This Agreement sets forth the entire understanding of the parties with respect to all modifications of the Mortgage which have occurred and Borrower waives the right to assert any set-off, counterclaim or crossclaim or any nature whatsoever in any litigation relating to this Agreement or the Loan Documents. Borrower acknowledge that no oral or other agreements, conditions, promises, understandings, representations or warranties exist in regard to

# UNOFFICIAL COPY

the obligations under this Agreement or the other Loan Documents, except those specifically set forth herein and therein.

3. Except as specifically amended herein, all of the terms, covenants, conditions and stipulations contained in the Mortgage and all of the other Loan Documents are hereby ratified and confirmed in all respects and shall continue to apply with full force and effect. Any term not defined herein shall have the meaning ascribed to them in the Loan Agreement.

4. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

5. This Agreement may be executed in one or more counterparts each of which shall be an original but all of which when taken together shall constitute one and the same instrument. The failure of any party listed below to execute, acknowledge or join in this Agreement, or any counterpart hereof, shall not relieve the other signatories from the obligations hereunder.

6. This Agreement shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, to the extent it applies to the Mortgage, and with the laws of the State of New York, to the extent it applies to the other Loan Documents, in each case without giving effect to its conflicts of law principles.

7. This Agreement is binding upon the respective successors and assigns of the parties hereto.

8. The parties hereto hereby irrevocably and unconditionally waive any and all rights to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise related to this Agreement, the Mortgage and all of the other Loan Documents and all other obligations of Borrower related thereto.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK


# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower and Lender have executed and delivered this Mortgage Modification Agreement as of the date first written above.

Date: September 25, 2018

**BORROWER:**

**BCHKENMO 6230, LLC, an Illinois limited liability company**

By: 

Name: CAMEEL HALIM  
Title: MANAGER

**LENDER:**

**DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation**

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower and Lender have executed and delivered this Mortgage Modification Agreement as of the date first written above.

Date: September 25, 2018

**BORROWER:**

**BCHKENMO 6230, LLC, an Illinois limited liability company**

By: \_\_\_\_\_  
Name:  
Title:

**LENDER:**

**DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation**

By: \_\_\_\_\_  
Name: Joshua Frank  
Title: Director

By: \_\_\_\_\_  
Name: David Addison  
Title: Vice President

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )  
 : ss.:  
COUNTY OF COOK )



On the 19 day September, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CAMEEL NALIM, who acknowledged himself to be the MANAGER of BCHKENMO 6230, LLC, an Illinois limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Edina Gradjan  
Notary Public


My Commission Expires: 9/15/2021

# UNOFFICIAL COPY

STATE OF New York )  
: ss.:  
COUNTY OF New York )

AND NOW, this 13 day of September, 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Joshua Frank, personally known to me or proved to me on the basis of satisfactory evidence to be a Director of DEUTSCHE BANK TRUST COMPANY AMERICAS, and that he as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

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

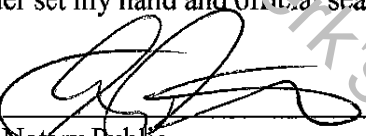
ANTHONY PONTORIERO  
Notary Public, State of New York  
No. 01PO6311276  
Qualified in New York County  
Commission Expires September 15, 2018

My Commission Expires:

STATE OF New York )  
: ss.:  
COUNTY OF New York )

AND NOW, this 13 day of September, 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared David Holman, personally known to me or proved to me on the basis of satisfactory evidence to be a Vice President of DEUTSCHE BANK TRUST COMPANY AMERICAS, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

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

ANTHONY PONTORIERO  
Notary Public, State of New York  
No. 01PO6311276  
Qualified in New York County  
Commission Expires September 15, 2018

My Commission Expires:

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

LOTS 5 AND 6 IN BLOCK 6 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1888 AS DOCUMENT 1042704, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office