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This Instrument Prepared by and After Recording Returned to:

Daniel Kohn, Esq. Duane Morris LLP 190 South LaSalle Street Suite 3700 Chicago, Illinois 60603



Doc# 1829718124 Fee \$52,00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/24/2018 01:43 PM PG: 1 OF 8

FOURTH AMENDMENT TO MORTGAGES AND ASSIGNMENTS OF RENTS

THIS FOURTH ALCENDMENT TO MORTGAGES AND ASSIGNMENTS OF RENTS (this "Amendment") dated as of October 24, 2018, with an effective date of October 1, 2018, by and among ROWSTAR, LLC – 1470 N. MILWAUKEE SERIES, an Illinois limited liability company ("Rowstar 1470"), KOWSTAR, LLC – 1466 N. MILWAUKEE SERIES, an Illinois limited liability company ("Rowstar 1466"), NEW DIVISION, LLC, an Illinois limited liability company ("New Division"; Powstar 1470, Rowstar 1466 and New Division are sometimes hereinafter collectively referred to as "Mortgagor") and ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association ("Lender"), its successors and its assigns.

RECITALS:

Pursuant to the terms of that certain Amended and Restated Loan Agreement dated as of September 30, 2010, by and among Mortgagor, the E. R. Breinschneider Irrevocable Life Insurance Trust dated 9/23/91, an affiliate of Mortgagor (the "Other Borrower"; Mortgagor and the Other Borrower are sometimes hereinafter collectively referred to as "Borrowers") and Lender (as modified, amended and/or restated from time to thine, the "Loan Agreement"), which Loan Agreement evidences (i) a loan from Lender to Borrowers in the original maximum principal amount of Two Million Seven Hundred Seventy Thousand and No/100 Dollars (\$2,770,000.00) (the "\$2,770,000 Loan"), and (ii) a loan from Lender to Borrowers in the original maximum principal amount of Seven Hundred Eighty-Two Thousand Two Hundred Forty-Six and No/100 Dollars (\$782,246.00)(the "\$782,246 Loan"; the \$2,770,000 Loan and the \$782,246 Loan are sometimes hereinafter collectively referred to as the "Loans"), (a) Rowstar 1470 has executed and delivered to Lender (1) a first priority mortgage recorded with the Cook County Recorder of Deeds (the "Recorder") on December 24, 2008, as Document No. 0835933170 (as modified, amended and/or restated from time to time, including without limitation that certain Amendment to Mortgage and Assignment of Rents dated September 30, 2010, by and between Mortgagor and Lender, and recorded with the Recorder on October 4, 2010, as Document No. 1027722093 (the "First Amendment"), and (2) that certain Second Amendment to Mortgage and Assignment of Rents dated November 2, 2011, by and

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between Mortgagor and Lender, and recorded with the Recorder on November 15, 2011, as Document No. 1131945049 (the "Second Amendment"), the "1470 Mortgage"), which 1470 Mortgage encumbers the real property described on Exhibit A attached to the 1470 Mortgage, and (3) an Assignment of Rents recorded on December 24, 2008, with the Recorder as Document No. 0835933171 (as modified, amended and/or restated from time to time, including without limitation the First Amendment and the Second Amendment, the "1470 Assignment of Rents"), which 1470 Assignment of Rents encumbers the real property described on Exhibit A attached to the 1470 Assignment of Rents. (b) Rowstar 1466 has executed and delivered to Lender (1) a first priority mortgage recorded with the Recorder on December 24, 2008, as Document No. 0835933168 (as modified, amended and/or restated from time to time, including without limitation the First Amendment and the Second Amendment, the "1466 Mortgage"), which 1466 Mortgage encumbers the real property described on Exhibit A attached to the 1466 Mortgage, and (2) an Assignment of Rents recorded on December 24, 2008, with the Recorder as Document No. 0835933169 (as modified, amended and/or restated from time to time, including without limitation the First Amendment and the Second Amendment, the "1466 Assignment of Rents"), which 1466 Assignment of Rents encumbers the real property described on Exhibit A attached to the 1466 Assignment of Rents, and (c) New Division has executed and delivered to Lender (1) a first priority mortgage recorded with the Recorder on January 2, 2009, as Document No. 0900229047 (as modified, amended and/or restated from time to time, including without limitation the First Amendment and the Second Amendment, the "New Division Mortgage"; the 1470 Mortgage, the 1466 Mortgage and the New Division Mortgage are sometimes hereinafter collectively referred to as the "Original Mortgages"), which New Division Mortgage encumbers the real property described on Exh bit A attached to the New Division Mortgage, and (2) an Assignment of Rents recorded on January 2, 2009, with the Recorder as Document No. 0900229048 (as modified, amended and/or restated from time to time, including without limitation the First Amendment and the Second, the 'New Division Assignment of Rents"; the 1470 Assignment of Rents, the 1466 Assignment of Rents and the New Division Assignment of Rents are sometimes hereinafter collectively referred to as the "Original Assignments of Rents"), which New Division Assignment of Rents encumbers the real property described on **Exhibit A** attached to the New Division Assignment of Rents.

- B. On October 30, 2013, effective October 1, 2013, Borrovers entered into (i) a Consolidated Mortgage Note in the maximum principal amount of Three Million Five Hundred Forty-Eight Thousand Five Hundred Forty-Eight and 29/100 Dollars (\$3,548,548.29) (as it may be modified, amended and/or restated from time to time, the "Note"), and certain other documents related thereto which evidenced that all of the foregoing loans had been consolidated into one loan (hereinafter, the "Loan"), such Note and Loan being further evidenced by that certain Third Amendment to Mortgages and Assignment of Rents dated as of October 30, 2013, effective October 1, 2013, by and among Mortgagor and Lender, and recorded with the Cook County Recorder of Deeds on November 4, 2013, as Document No. 1330845049.
- C. Borrowers have requested, among other things, (i) to extend the maturity date of the Loan to October 1, 2023, and (ii) to provide Borrowers with an additional Four Hundred Thousand and No/100 Dollars (\$400,000.00) under the Note, such that the new maximum principal amount of the Note shall be Three Million Four Hundred Fifty-Three Thousand Four-Hundred Seventy-Nine and 29/100 Dollars (\$3,453,479.29).

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D. As a condition precedent to Lender's agreeing to the foregoing modifications, Lender is requiring, among other things, that Mortgagor enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Lender, it is hereby agreed as follows:

- 1. The foregoing recitals are hereby incorporated by this reference to this Amendment.
- 2. Mortgagor and Lender agree that the maturity date of the Loan has been extended to October 1 2023. To reflect such extension, any and all references to the maturity date of the Loan or the Note is hereby modified to refer to the date October 1, 2023, as such date may be accelerated in accordance with the terms of the Note, the Mortgages, the Assignments of Rents, the Loan Agreement and any other loan document related thereto.
- 3. Mortgagor and Lender acknowledge and agree that Lender has agreed to disburse an additional Four Hundred Thousand and No/100 Dollars (\$400,000.00) under the Loan. To reflect such disbursement, (a) any and all references to the amount "Three Million Five Hundred Forty-Eight Thousand Five Hundred Forty-Eight and 29/100 Dollars (\$3,548,548.29)" contained in the Mortgages and the Assignmen's of Rents shall be modified to refer to the amount "Three Million Four Hundred Fifty-Three Thousand Four Hundred Seventy-Nine and 29/100 Dollars (\$3,453,479.29), and (b) the maximum lien amount in each of the Mortgages is hereby modified to be two (2) times the maximum principal amount of the Note.
- 4. Notwithstanding anything to the contrary contained in the Mortgages or the Assignments of Rents, any and all notices required to be sent to Lender shall be sent to Lender at 525 West Monroe Street, 24th Floor, Chicago, Illinois 60661, Attention: Brian P. Rogan.
- 5. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 6. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Mortgagor, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.
- 7. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(signatures on following page)

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IN WITNESS WHEREOF, this above written.	Amendment has been executed as of the date first
	MORTGAGOR:
-	ROWSTAR, LLC - 1470 N. MILWAUKEE SERIES, an Illinois limited liability company
	By: Name: Tara Steinschneider Vossough Its: Manager
900	ROWSTAR, LLC – 1466 N. MILWAUKEE SERIES, an Illinois limited liability company
DOOD OF COO	By: Name: Tara Steinschneider Vossough Its: Manager
	NEW DIVISION, LLC, an Illinois limited liability company
	Naric, Tara Steinschneider Vossough Its: Manager
	its. Tydniger
	LENDER:
	ASSOCIATED BANK, VATIONAL ASSOCIATION, a national banking association
	By:

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IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

MOF	TGA	GOR:
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	MORT GALGOR.
	ROWSTAR, LLC – 1470 N. MILWAUKEE SERIES, an Illinois limited liability company
	By:
	Name: Tara Steinschneider Vossough
	Its: Manager
DO COLLEGE	ROWSTAR, LLC – 1466 N. MILWAUKEE
700	SERIES, an Illinois limited liability company
	By:
	Name: Tara Steinschneider Vossough
Oje	Its: Manager
C	NEW DIVISION, LLC, an Illinois limited liability
0/	company
7	Зу:
	Name: Tara Steinschneider Vossough
	Its: Manager
	LENDER:

ASSOCIATED BANK, NATIONAL

By:_____

Its:

ASSOCIATION, a national tranking association

Brián P. Rogan

Vice President

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STATE OF ILLINOIS)
COUNTY OF Cook) SS.)

I, <u>Fl.7abeh</u> L-O'Loughla, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tara Steinschneider Vossough, personally known to me to be the Manager of Rowstar, LLC – 1470 N. Milwaukee Series, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid in her capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial scal this 23 day of October 2018.

STATE OF ILLINOIS
)
SS.

COUNTY OF Cook

Notary Rublic

OFFICIAL SEAL

ELIZABETH L. O'LOUGHLIN

Notary Public - State of Illinois
My Commission Expires 8/13/2019

I, Elizabeth L. O'Longhlin a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tara Steinschneider Vossough, personally known to me to be the Manager of Rowstar, LLC – 1466 N. Milwaukee Series, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid in her capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial scal this 23dday of October, 2018

Notary Public

OFFICIAL SEAL
ELIZABETH L. O'LOUGHLIN
Notary Public - State of Illinois
My Commission Expires 8/13/2019

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STATE OF ILLINOIS)) SS
COUNTY OF COOK)
I We will have, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian krown, personally known to me as the of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, 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 acknowledged that as officer such of said entity, s/ke signed and delivered the said instrument, and caused the scal of said entity to be affixed thereto, pursuant to authority given, as his/her free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 23 day of October, 2018.
My Commission Expires: OF FISIAL SEAL EVEL YN D. TERNER NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 02/08/19

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Exhibit "A"

PARCEL 2:

LOTS 24, 25 AND 26 IN BLOCK 2 IN J. PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 8 (EXCEPT THE SOUTHWESTERLY 25.5 FEET THEREOF TAKEN FOR ELEVATED RAILROAD) IN BLOCK 6 IN 5.S LESS ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANCE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 7 (EXCEPT THE SOUTHWESTERLY 25.5 FEET THEREOF) IN BLOCK 6 IN D.S. LESS ADDITION TO HE OF Th.

Out County Clark's Office CHICAGO A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

17-06-226-021-0000 (Affects Parcel 2) 17-06-208-007-0000 (Affects Parcel 3) 17-06-208-006-0000 (Affects Parcel 4)

Addresses:

1930-32 West Division Street, Chicago IL 60622 1446 North Milwaukee Avenue, Chicago IL 60622 1470 North Milwaukee Avenue, Chicago IL 60622