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Doc#: 1836055011 Fee: \$94.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 12/26/2018 10:29 AM Pg: 1 of 8

FIRST AMERICAN TITLE INSURANCE COMPANY

Loan No. 33-0937158

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**WF CLYBOURN GALLERIA LLC, as mortgagor**

to

**WELLS FARGO BANK, NATIONAL ASSOCIATION, as mortgagee**

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**AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

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Dated: As of December 21, 2018

Property Address: 1835-1857 North Clybourn Ave. Chicago, IL 60614

Permanent Index No: 14-32-416-011-0000 Vol. 493 through  
14-32-416-023-0000 Vol. 493

PREPARED FOR OR BY AND UPON  
RECORDATION RETURN TO:

ALSTON & BIRD LLP  
333 South Hope Street, 16th Floor  
Los Angeles, California 90071  
Attention: Shermie Villar – REFIG Paralegal

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LEGAL02/38506703v1

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**THIS AMENDMENT MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this “**Amendment**”) is made as of this 21st day of December, 2018, by **WF CLYBOURN GALLERIA LLC**, having its principal place of business at 11440 San Vicente Boulevard, Suite 200, Los Angeles, California 90049, as mortgagor (together with its permitted successors and assigns, “**Guarantor**”), for the benefit of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, with a mailing address at Wells Fargo Bank, National Association, 420 Montgomery Street, 6th Floor, San Francisco, California 94104, Attention: Loan Administration, as mortgagee (together with its permitted successors and assigns, “**Lender**”). All capitalized terms not defined herein shall have the respective meanings set forth in the Credit Agreement (defined below).

## RECITALS:

This Amendment is an amendment to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded as Document Number 1823945046 (the “**Original Mortgage**”) in the real estate records of Cook County, Illinois (the “**Official Records**”), which Original Mortgage encumbers certain real property and improvements more particularly described on Exhibit A attached hereto and made a part hereof (the “**Property**”).

The Original Mortgage was given to Lender to secure a certain loan (the “**Loan**”) advanced pursuant to a certain Line of Credit Facility Agreement between Westwood Financial LLC, a Delaware limited liability company formerly known as Westwood Property Fund LLC, a Delaware limited liability company (“**Borrower**”), and Lender (the “**Original Credit Agreement**”), which such Loan is evidenced by, among other things, a certain Promissory Note executed in connection with the Original Credit Agreement (together with all extensions, renewals, replacements, restatements or other modifications thereof, whether one or more being hereinafter collectively referred to as the “**Note**”).

Borrower and Lender have agreed, subject to the terms and conditions of that certain Amended and Restated Line of Credit Facility Agreement by and between Borrower and Lender of even date herewith (the “**Amended Credit Agreement**”), to extend the Maturity Date (as defined in the Original Credit Agreement) and to make certain other modifications and amendments to the terms of the Loan.

The parties hereto desire to alter and modify the Original Mortgage as more particularly set forth below.

Guarantor derives a substantial benefit from the Loan to Borrower from the Lender, and in consideration thereof, desires to enter into this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Original Mortgage as follows:

1. MATURITY DATE. Section 17.2 of the Original Mortgage is hereby amended to read as follows:

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Section 17.2 MATURITY DATE. In no event shall the maturity date of the Note be later than January 1, 2022.

2. ENTIRE AGREEMENT. This Amendment contains the entire agreement between Guarantor and Lender with respect to the matters described herein and any and all prior negotiations, understandings and agreements with respect to the modification thereof are superseded by this Amendment.

3. INTERPRETATION. Capitalized terms used and not defined herein shall have the meanings given to them in the Original Mortgage. No provision of this Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are declared to be severable. If this Amendment or any provision contained herein shall conflict with the Original Mortgage or any provisions contained therein, the provisions of this Amendment shall control to the extent of such conflict.

4. RA ratification. Except as expressly modified by this Amendment, the Original Mortgage shall remain in full force and effect in accordance with its terms.

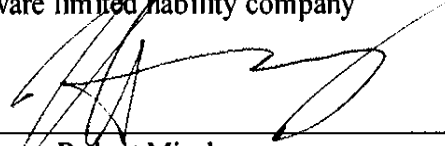
**[NO FURTHER TEXT ON THIS PAGE]**

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**IN WITNESS WHEREOF**, this Security Instrument has been executed by the undersigned as of the day and year first above written.

**GUARANTOR:**

**WF CLYBOURN GALLERIA LLC,**  
a Delaware limited liability company

By:   
Name: Robert Minsky  
Title: Manager

**ACCEPTED AND AGREED TO:**

**BORROWER:**

**WESTWOOD FINANCIAL LLC,**  
a Delaware limited liability company

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

Property of Cook County Clerk's Office

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**IN WITNESS WHEREOF**, this Security Instrument has been executed by the undersigned as of the day and year first above written.

**GUARANTOR:**

**WF CLYBOURN GALLERIA LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Robert Minsky  
Title: Manager

**ACCEPTED AND AGREED TO:**

**BORROWER:**

**WESTWOOD FINANCIAL/LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Steven J. Fogel  
Title: ~~cc~~ - Chief Executive Officer

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
County of Los Angeles )§

On Nov 19, 2018, before me, Evelyn Flores a Notary Public, personally appeared Robert Minsky who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)/is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary



(Affix seal here)

Probate of Cook County Clerk's Office

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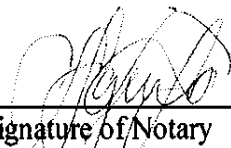
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

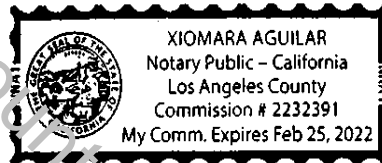
STATE OF CALIFORNIA )  
 ) §  
County of Los Angeles )

On November 19, 2018, before me, Xiomara Aguilar a Notary Public, personally appeared Steven J. Rogel who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

  
Signature of Notary



(Affix seal here)

COOK County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

(attached hereto)

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

LOTS 11 THROUGH 23 ALL IN CLARK AND THOMAS' SUBDIVISION OF LOT 4 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO, SITUATED IN THE SOUTH EAST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

For informational purposes only:

Permanent Index Number: 14-32-416-011-0000 Vol. 493 (Affects Lot 23)

Permanent Index Number: 14-32-416-012-0000 Vol. 493 (Affects Lot 22)

Permanent Index Number: 14-32-416-013-0000 Vol. 493 (Affects Lot 21)

Permanent Index Number: 14-32-416-014-0000 Vol. 493 (Affects Lot 20)

Permanent Index Number: 14-32-416-015-0000 Vol. 493 (Affects Lot 19)

Permanent Index Number: 14-32-416-016-0000 Vol. 493 (Affects Lot 18)

Permanent Index Number: 14-32-416-017-0000 Vol. 493 (Affects Lot 17)

Permanent Index Number: 14-32-416-018-0000 Vol. 493 (Affects Lot 16)

Permanent Index Number: 14-32-416-019-0000 Vol. 493 (Affects Lot 15)

Permanent Index Number: 14-32-416-020-0000 Vol. 493 (Affects Lot 14)

Permanent Index Number: 14-32-416-021-0000 Vol. 493 (Affects Lot 13)

Permanent Index Number: 14-32-416-022-0000 Vol. 493 (Affects Lot 12)

Permanent Index Number: 14-32-416-023-0000 Vol. 493 (Affects Lot 11)