

# UNOFFICIAL COPY

Doc#: 1926816046 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 09/25/2019 10:20 AM Pg: 1 of 6

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Dykema Gossett PLLC  
10 South Wacker Drive, Suite 2300  
Chicago, IL 60606  
Attention: Diana Y. Tsai, Esq.

**THIS DOCUMENT PREPARED BY:**

Dykema Gossett PLLC  
10 South Wacker Drive, Suite 2300  
Chicago, IL 60606  
Attention: Diana Y. Tsai, Esq.

(Space Above This Line For Recorder's Use)

**FIRST MODIFICATION AGREEMENT  
(Mortgage)**

This First Modification Agreement (Mortgage) (this "Modification Agreement") is made as of March 1, 2019, but effective as of January 31, 2019, by Christopher House ("Mortgagor") and Bank of America, N.A. ("Mortgagee").

**Factual Background**

A. Mortgagor executed a certain Mortgage, Assignment of Rights, Security Agreement and Fixture Filing dated as of May 14, 2010 for the benefit of Mortgagee (as amended, restated, modified or supplemented and in effect from time to time, and recorded on May 28, 2010 as Document Number 1014815006, Official Records of Cook County, State of Illinois. The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Mortgagee desire to amend the Mortgage as set forth below.

**Agreement**

Therefore, Mortgagor and Mortgagee agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.

2. Section 1.1(a) of the Mortgage is hereby amended and restated in its entirety to read as follows:

(a) The real property located in the County of Cook, State of Illinois, as described in Exhibit A hereto (the "Land"), commonly known as 4659 N. Winthrop Ave., Chicago, IL 60640, and 4701 N. Winthrop Ave., Chicago, IL 60640.

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3. The Debt Instrument secured by the Mortgage has changed or has been modified. Accordingly, Paragraph 2.1(a) of the Mortgage which describes the Debt Instrument is hereby modified to read as follows in its entirety:

(a) Payment of all obligations of Christopher House ("Obligor") to Mortgagee arising under the instrument(s) or agreement(s) described below (collectively, the "Debt Instrument"):

(i) A certain Amended and Restated Loan Agreement dated as of July 31, 2015 between Obligor and Mortgagee, and amended by that certain Amendment No. 1 to Amended and Restated Loan Agreement dated as of January 31, 2016 between Obligor and Mortgagee, that certain Amendment No. 2 to Amended and Restated Loan Agreement dated as of January 30, 2017 between Obligor and Mortgagee, Amendment No. 3 to Amended and Restated Loan Agreement dated as of May 23, 2017 between Obligor and Mortgagee, that certain Amendment No. 4 to Amended and Restated Loan Agreement dated as of January 31, 2018 between Obligor and Mortgagee, and that certain Amendment No. 5 to Amended and Restated Loan Agreement dated as of March 1, 2019, or it effective as of January 31, 2019 between Obligor and Mortgagee, and as it may be further amended, restated, modified or supplemented, which provides for extensions of credit in a principal amount not exceeding Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), the terms of which are incorporated herein by reference.

(ii) This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety.

4. The address for notices to Mortgagee as set forth in Section 7.12 of the Mortgage is hereby amended and restated to read as follows:

Bank of America, N.A.  
Doc Retention-GFS, NC1-001-06-13  
One Independence Center  
101 North Tryon St.  
Charlotte, NC 28255-0001

5. The "Street Address of Property" set forth in Exhibit A to the Mortgage is hereby amended to read as follows:

"4659 N. Winthrop Ave., Chicago, IL 60640, and 4701 N. Winthrop Ave.,  
Chicago, IL 60640"

6. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

*[Remainder of page intentionally left blank; signature page follows]*

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

**MORTGAGOR**

CHRISTOPHER HOUSE

By: [Signature]  
Name: Doc Das  
Title: CEO

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

**MORTGAGEE**

BANK OF AMERICA, N.A.

By: [Signature]  
Name: MUSTI, GROW  
Title: SR VP

Property of Cook County Clerk's Office

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

I, Anna Falcon, a notary public in and for said County, in the State aforesaid, do hereby certify that Lori Baas, personally known to me to be the CEO of CHRISTOPHER HOUSE, an Illinois not-for-profit corporation, 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 such CEO, he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 13 day of March, 2019.



Anna Falcon  
Notary Public

Commission expires: 12/06/2022

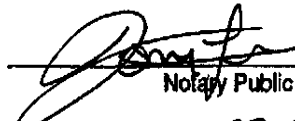
Cook County Clerk's Office

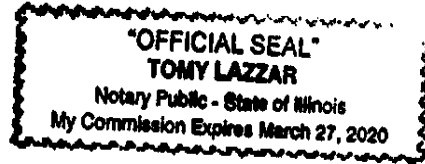
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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Tomy Lazzar a notary public in and for said County, in the State aforesaid, do hereby certify that Adriana - ~~Person~~ Employee personally known to me to be a Sr. V.P. of BANK OF AMERICA, N.A., 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 severally acknowledged that as such Adriana he or she signed and delivered the said instrument, pursuant to authority given by said bank as his or her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 23<sup>rd</sup> day of September, 2019.

  
\_\_\_\_\_  
Notary Public  
Commission expires: 03-27-2020



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## EXHIBIT A

Parcel 1:

LOT 147 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION IN SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOT 148 IN WILLIAM DEERING'S SURRENDEN SUBDIVISION IN SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address of Property: 4659 N. Winthrop Ave., Chicago, IL 60640, and 4701 N. Winthrop Ave., Chicago, IL 60640

PINs: 14-17-202-009-0000 and 14-17-210-001