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THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Kenneth Klassman, Esq.
Taft Stettinius & Hollister LLP
111 East Wacker
Suite 2800
Chicago, IL 60601



Doc# 2005615067 Fee \$65.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/25/2020 11:31 AM PG: 1 OF 8

NOTE TO CLERK: THIS INSTRUMENT IS A MODIFICATION OF THAT CERTAIN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING RECORDED ON FEBRUARY 19, 2019, WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 1905049222.

MODIFICATION TO LOAN DOCUMENTS

THIS MODIFICATION TO LOAN DOCUMENTS (this "Modification") is dated February 12, 2020, by and between **CRFRE – BOURGMONT, LLC – SERIES PLEASANT COURT**, an Illinois limited liability company ("Mortgagor"), and **WINTRUST BANK N.A. f/k/a Wintrust Bank** ("Lender").

W I T N E S S E T H

A. Lender has made available a loan to Mortgagor in the principal amount of \$13,600,000.00 ("Loan"), as evidenced by that certain Amended and Restated Promissory Note in the principal amount of \$13,600,000.00 of even date herewith, made by Mortgagor in favor of Lender (the "Note").

B. The Note is secured by, among other things: (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated February 7, 2019 made by Mortgagor in favor of Lender and recorded on February 19, 2019 with the Cook County Recorder of Deeds as Document Number 1905049222 (the "Mortgage"); (ii) that certain Assignment of Leases and Rents dated February 7, 2019 made by Mortgagor in favor of Lender and recorded on February, 7 2019 with the Cook County Recorder of Deeds as Document Number 1905049223 (the "ALR"); (iii) that certain Security Agreement dated February 19, 2019 made by Mortgagor in favor of Lender (the "Security Agreement"); (iv) that certain Limited Guaranty executed by Bradford B. Couri (the "Guarantor") in favor of Lender ("Limited Guaranty"); and (v) that certain Environmental Indemnity Agreement made by Mortgagor and Guarantor in favor of Lender ("Indemnity," which together with the Note, Mortgage, ALR, Security Agreement, Limited Guaranty, and all other documents evidencing and securing the Loan shall be referred to herein collectively as the "Loan Documents").

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C. The property encumbered by the Mortgage and ALR is commonly known as 932 Pleasant Street, Chicago, Illinois, and is legally described on Exhibit A attached hereto and made a part hereof.

D. Mortgagor desires, and Lender has agreed, to amend certain terms of the Loan as reflected in the Note and to make such other amendments and modifications as may be set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Loan Documents be and are hereby modified and amended as follows:

1. Amendment to the Loan Documents.
 - (a) The indebtedness secured by the Mortgage is increased to the Loan amount, as reflected in the Note. All references in the Loan Documents to: (i) the Note shall be deemed to refer to the Note (as defined herein); and (ii) the Loan Documents shall be deemed to include this Modification.
 - (b) Simultaneously with the execution hereof, the Guarantor shall execute and deliver that certain Amendment to and Reaffirmation of Limited Guaranty (the "Guaranty Amendment"), and all references in the Loan Documents to the Limited Guaranty shall hereafter be deemed to refer to the Limited Guaranty, as modified by the Guaranty Amendment.
2. Full Force and Effect. The provisions of the Loan Documents, as respectively amended hereby, are in full force and effect and the Loan Documents as so amended are hereby ratified and confirmed.
3. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Loan Documents, or the covenants, conditions and agreements therein contained, as amended.
4. Conflict. In the event of conflict between any of the provisions of the Loan Documents and this Modification, the provisions of this Modification shall control.
5. Representations. Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Loan Documents.
6. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.
7. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

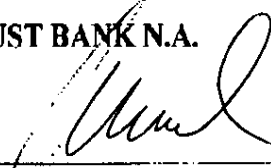
[Signature pages follow]

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IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

LENDER:

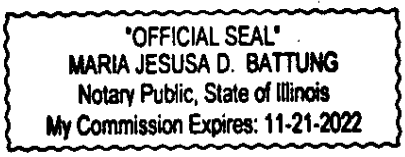
WINTRUST BANK N.A.

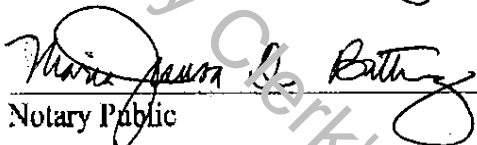
By: 
Alan Weel, Senior Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK

I, Maria Jesusa D. Battung, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Alan Weel, personally known to me to be a Senior Vice President of Wintrust Bank 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 acknowledged that as such he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of February, 2020.




Notary Public
My Commission expires: 11/21/2022

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Exhibit A

Legal Description

UNITS 122-1A, 122-2A, 122-3A, 123-1X, 123-2X, 123-3X, 123-G AND P-3, 124-1B, 124-2B, 124-3B, 125-1W, 125-2W AND P-7, 125-3W AND P-1, 128-1C, 128-2C AND T-2, 128-3C, 129-1V, 129-2V, 129-3V, 130-1D, 130-2D, 130-3D, 131-G, 131-1U, 131-2U, 131-3U, 134-G AND T-1, 932-1S AND P-2, 932-1T AND P-6, 932-2S AND P-4, 932-2T, 932-3S, 932-3T, 934-G, 934-1Q, 934-1R, 934-2Q, 934-2R, 934-3Q, 934-3R, 936-1P, 936-2P AND P-8, 936-3P, 938-1O, 938-2O, 938-3O, 940-1N, 940-2N, 940-3N, 942-1M, 942-2M, 942-3M, 944-1L, 944-2L, 944-3L, 946-1K, 946-2K, 946-3K, 948-1J, 948-2J, 948-3J, 950-G AND P-5, 950-1I AND P-9, 950-2I, 950-3I, 952-G, 952-1G, 952-1H, 952-2G, 952-2H, 952-3G, 952-3H, 954-1E, 954-1F, 954-2E, 954-2F AND T-3, 954-3E AND P-10, 954-3F, 954-G IN THE PLEASANT COURT CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 21 IN THE RESUBDIVISION OF LOTS 1 - 11, INCLUSIVE, IN GEORGE SCOVILLE'S SUBDIVISION OF 49 ACRES OF THE WEST 129 ACRES IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED APRIL 29, 2003 AS DOCUMENT NO. 0311922107, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PIN & Property Address:

16-07-303-016-1001, 122 Home Ave, Unit 122-1A, Oak Park, IL 60302

16-07-303-016-1002, 122 Home Ave, Unit 122-2A, Oak Park, IL 60302

16-07-303-016-1003, 122 Home Ave, Unit 122-3A, Oak Park, IL 60302

16-07-303-016-1004, 124 Home Ave, Unit 124-1B, Oak Park, IL 60302

16-07-303-016-1005, 124 Home Ave, Unit 124-2B, Oak Park, IL 60302

16-07-303-016-1006, 124 Home Ave, Unit 124-3B, Oak Park, IL 60302

16-07-303-016-1007, 128 Home Ave, Unit 128-1C, Oak Park, IL 60302

16-07-303-016-1008, 128 Home Ave, Unit 128-2C, Oak Park, IL 60302

16-07-303-016-1009, 128 Home Ave, Unit 128-3C, Oak Park, IL 60302

16-07-303-016-1010, 130 Home Ave, Unit 130-1D, Oak Park, IL 60302

16-07-303-016-1011, 130 Home Ave, Unit 130-2D, Oak Park, IL 60302

16-07-303-016-1012, 130 Home Ave, Unit 130-3D, Oak Park, IL 60302

16-07-303-016-1013, 130 Home Ave, Unit 134-G, Oak Park, IL 60302

16-07-303-016-1014, 130 Home Ave, Unit 954-G, Oak Park, IL 60302

16-07-303-016-1015, 954 Pleasant St, Unit 954-1E, Oak Park, IL 60302

16-07-303-016-1016, 954 Pleasant St, Unit 954-2E, Oak Park, IL 60302

16-07-303-016-1017, 954 Pleasant St, Unit 954-3E, Oak Park, IL 60302

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16-07-303-016-1018, 954 Pleasant St, Unit 954-1F, Oak Park, IL 60302
16-07-303-016-1019, 954 Pleasant St, Unit 954-2F, Oak Park, IL 60302
16-07-303-016-1020, 954 Pleasant St, Unit 954-3F, Oak Park, IL 60302
16-07-303-016-1021, 954 Pleasant St, Unit 952-G, Oak Park, IL 60302
16-07-303-016-1022, 952 Pleasant St, Unit 952-1G, Oak Park, IL 60302
16-07-303-016-1023, 952 Pleasant St, Unit 952-2G, Oak Park, IL 60302
16-07-303-016-1024, 952 Pleasant St, Unit 952-3G, Oak Park, IL 60302
16-07-303-016-1025, 952 Pleasant St, Unit 952-1H, Oak Park, IL 60302
16-07-303-016-1026, 952 Pleasant St, Unit 952-2H, Oak Park, IL 60302
16-07-303-016-1027, 952 Pleasant St, Unit 952-3H, Oak Park, IL 60302
16-07-303-016-1028, 950 Pleasant St, Unit 950-G, Oak Park, IL 60302
16-07-303-016-1029, 950 Pleasant St, Unit 950-1I, Oak Park, IL 60302
16-07-303-016-1030, 950 Pleasant St, Unit 950-2I, Oak Park, IL 60302
16-07-303-016-1031, 950 Pleasant St, Unit 950-3I, Oak Park, IL 60302
16-07-303-016-1032, 948 Pleasant St, Unit 948-1J, Oak Park, IL 60302
16-07-303-016-1033, 948 Pleasant St, Unit 948-2J, Oak Park, IL 60302
16-07-303-016-1034, 948 Pleasant St, Unit 948-3J, Oak Park, IL 60302
16-07-303-016-1035, 946 Pleasant St, Unit 946-1K, Oak Park, IL 60302
16-07-303-016-1036, 946 Pleasant St, Unit 946-2K, Oak Park, IL 60302
16-07-303-016-1037, 946 Pleasant St, Unit 946-3K, Oak Park, IL 60302
16-07-303-016-1038, 944 Pleasant St, Unit 944-1L, Oak Park, IL 60302
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16-07-303-016-1040, 944 Pleasant St, Unit 944-3L, Oak Park, IL 60302
16-07-303-016-1041, 944 Pleasant St, Unit 942-1M, Oak Park, IL 60302
16-07-303-016-1042, 942 Pleasant St, Unit 942-2M, Oak Park, IL 60302
16-07-303-016-1043, 942 Pleasant St, Unit 942-3M, Oak Park, IL 60302
16-07-303-016-1044, 940 Pleasant St, Unit 940-1N, Oak Park, IL 60302
16-07-303-016-1045, 940 Pleasant St, Unit 940-2N, Oak Park, IL 60302
16-07-303-016-1046, 940 Pleasant St, Unit 940-3N, Oak Park, IL 60302

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16-07-303-016-1047, 938 Pleasant St, Unit 938-1O, Oak Park, IL 60302
16-07-303-016-1048, 938 Pleasant St, Unit 938-2O, Oak Park, IL 60302
16-07-303-016-1049, 938 Pleasant St, Unit 938-3O, Oak Park, IL 60302
16-07-303-016-1050, 936 Pleasant St, Unit 936-1P, Oak Park, IL 60302
16-07-303-016-1051, 936 Pleasant St, Unit 936-2P, Oak Park, IL 60302
16-07-303-016-1052, 936 Pleasant St, Unit 936-3P, Oak Park, IL 60302
16-07-303-016-1053, 934 Pleasant St, Unit 934-G, Oak Park, IL 60302
16-07-303-016-1054, 934 Pleasant St, Unit 934-1Q, Oak Park, IL 60302
16-07-303-016-1055, 934 Pleasant St, Unit 934-2Q, Oak Park, IL 60302
16-07-303-016-1056, 934 Pleasant St, Unit 934-3Q, Oak Park, IL 60302
16-07-303-016-1057, 934 Pleasant St, Unit 934-1R, Oak Park, IL 60302
16-07-303-016-1058, 934 Pleasant St, Unit 934-2R, Oak Park, IL 60302
16-07-303-016-1059, 934 Pleasant St, Unit 934-3R, Oak Park, IL 60302
16-07-303-016-1060, 932 Pleasant St, Unit 932-1S, Oak Park, IL 60302
16-07-303-016-1061, 932 Pleasant St, Unit 932-2S, Oak Park, IL 60302
16-07-303-016-1062, 932 Pleasant St, Unit 932-3S, Oak Park, IL 60302
16-07-303-016-1063, 932 Pleasant St, Unit 932-1T, Oak Park, IL 60302
16-07-303-016-1064, 932 Pleasant St, Unit 932-2T, Oak Park, IL 60302
16-07-303-016-1065, 932 Pleasant St, Unit 932-3T, Oak Park, IL 60302
16-07-303-016-1066, 131 Clinton Ave, Unit 131- G, Oak Park, IL 60302
16-07-303-016-1067, 131 Clinton Ave, Unit 131-1U, Oak Park, IL 60302
16-07-303-016-1068, 131 Clinton Ave, Unit 131-2U, Oak Park, IL 60302
16-07-303-016-1069, 131 Clinton Ave, Unit 131-3U, Oak Park, IL 60302
16-07-303-016-1070, 129 Clinton Ave, Unit 129-1V, Oak Park, IL 60302
16-07-303-016-1071, 129 Clinton Ave, Unit 129-2V, Oak Park, IL 60302
16-07-303-016-1072, 129 Clinton Ave, Unit 129-3V, Oak Park, IL 60302
16-07-303-016-1073, 125 Clinton Ave, Unit 125-1W, Oak Park, IL 60302
16-07-303-016-1074, 125 Clinton Ave, Unit 125-2W, Oak Park, IL 60302
16-07-303-016-1075, 125 Clinton Ave, Unit 125-3W, Oak Park, IL 60302

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- 16-07-303-016-1077, 123 Clinton Ave, Unit 123-1K, Oak Park, IL 60302
- 16-07-303-016-1078, 123 Clinton Ave, Unit 123-2X, Oak Park, IL 60302
- 16-07-303-016-1079, 123 Clinton Ave, Unit 123-3X, Oak Park, IL 60302
- 16-07-303-016-1076, 123 Clinton Ave, Unit 123-G, Oak Park, IL 60302
- 16-07-303-016-1080, 125 Clinton Ave, P-1, Oak Park, IL 60302
- 16-07-303-016-1081, 946 Pleasant St, P-2, Oak Park, IL 60302
- 16-07-303-016-1082, 123 Clinton Ave, P-3, Oak Park, IL 60302
- 16-07-303-016-1083, 948 Pleasant St, P-4, Oak Park, IL 60302
- 16-07-303-016-1084, 948 Pleasant St, P-5, Oak Park, IL 60302
- 16-07-303-016-1085, 950 Pleasant St, P-6, Oak Park, IL 60302
- 16-07-303-016-1086, 940 Pleasant St, P-7, Oak Park, IL 60302
- 16-07-303-016-1087, 936 Pleasant St, P-8, Oak Park, IL 60302
- 16-07-303-016-1088, 938 Pleasant St, P-9, Oak Park, IL 60302
- 16-07-303-016-1089, 936 Pleasant St, P-10, Oak Park, IL 60302
- 16-07-303-016-1090, 942 Pleasant St, T-1, Oak Park, IL 60302
- 16-07-303-016-1091, 942 Pleasant St, T-2, Oak Park, IL 60302
- 16-07-303-016-1092, 946 Pleasant St, T-3, Oak Park, IL 60302

Property of Cook County Clerk's Office