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FIRST AMENDMENT TO MORTGAGE

(COOK COUNTY, ILLINOIS)

This document was prepared by and after recording return to:

Elizabeth Radichel Neal, Gerber & Eisenberg LLP 2 N. LaSalle Street, Suite 1700 Chicago, L'incis 60602

300/31-0,

Doc#. 2023107213 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 08/18/2020 11:07 AM Pg: 1 of 4

(The Above Space for Recorders Use Only)

THIS FIRST AMENDMENT TO MORTGAGE ("First Amendment") is made as of June 18, 2020, effective as of June 1, 2020, by CHICAGO TITLE LAND TRUST COMPANY, a Corporation of Illinois whose address is 1" S. LaSalle St., Suite 2750, Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated December 21, 2017 and known as Trust Number 8002376731 ("Mortgagor"), in favor of CORLAB, LLC, a Delaware limited liability company ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Mortgage, dated as of December 26, 2017 and recorded in the Office of the Cook County Recorder of Deeds on January 11, 2018, as Document No. 1801104004 (the "Existing Mortgage"), encumbering the real property more particularly described on Exhibit A attached hereto and made a part hereof and the improvements and fixtures located thereon (the "Property"); and

WHEREAS, Mortgagor and Mortgagor's trust beneficiaries previously executed a Promissory Note dated December 26, 2017 (the "Original Note") in favor of Mortgagee, which Original Note was amended and replaced in its entirety by that certain Promissory Note dated June 1, 2020 (the "Amended Note"); and

WHEREAS, Mortgagee has required that Mortgagor enter into this First Amendment to confirm that the Existing Mortgage, as amended hereby, secures the obligations set forth in the Amended Note.

AGREEMENT:

NOW THEREFORE, the parties hereto hereby agree as follows:

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- 1. <u>Incorporation of Recitals</u>. The foregoing Recitals are true and accurate and hereby incorporated by reference.
- 2. <u>Amendment of Existing Mortgage Provisions</u>. The first recital in the Existing Mortgage is hereby deleted in its entirety and the following shall be substituted therefor:

"WHEREAS, Mortgagor and its trust beneficiaries are justly indebted to Mortgagee upon a Promissory Note dated June 1, 2020, in the principal amount of \$1,363,750.00, with a maturity date of May 29, 2029 (collectively, the "Note")."

- 3. Amended Mortgage. The term "Mortgage" as used in this First Amendment, the Existing Mortgage and the Amended Note shall mean the Existing Mortgage, as amended hereby and as it may from time to time be further amended, restated, supplemented, replaced or otherwise modified.
- 4. Priority Mothing contained herein shall in any manner affect or impair the priority of the lien of the Existing Mortgage as to the indebtedness secured thereby prior to giving effect to this Amend neat, nor affect any other security held by Mortgagee to secure repayment or performance of the obligations referred to therein. Mortgager confirms that the Mortgage secures the timely payment and timely performance of all indebtedness, as and when required.
- 5. <u>Reaffirmation</u>. Except as modified hereby, Mortgagor hereby ratifies and reconfirms each and every provision of the Existing Mortgage. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Existing Mortgage, this First Amendment shall control.
- 6. <u>Full Force and Effect</u>. All of the provisions, rights, powers and remedies contained in the Existing Mortgage shall stand and remain unchanged and in full force and effect, except to the extent specifically amended hereby.
- 7. <u>Counterparts</u>. This First Amendment may be executed in multiple counterparts, each of which when taken together shall constitute an original.
- 8. <u>Governing Law.</u> This First Amendment shall be construed in accordance with and governed by the internal laws of the state where the Property is located.
- 9. <u>Successors and Assigns</u>. This First Amendment binds Mortgagor and its successors, assigns, heirs, administrators, executors, agents and representatives and inures to the benefit of Mortgagee and its respective successors, assigns, heirs, administrators, executors, agents and representatives.
- Trustee Exculpation. This First Amendment is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable

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against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

	CHICAGO TITLE LAND TRUST COMPANY, a Corporation of Illinois, a Trustee under Trust Agreement dated 12/21/17/ and known as Trust Number 8002374731 By: Name: Harriet Denisewicz Title: Asst Vice President
O.	
STATE OF ILLINOIS	
COUNTY OF Cook) S5	
uppeared <u>Harriet*</u> subscribed to the within instru	020, before me <u>Laurel Thorpe</u> , a Notary Public, personally personally known to me to be the person whose name is ment and acknowledged to me that he/she executed the same and instrument said person executed the within instrument.
Given under my hand and Nota	rial Seal this 7 day of July, 2020
Commission expires:	*Denisewicz, Assistant Vice President of Chicago Title Land Trust Company
	Sam A Morge
"OFFICIA LAUREL D. Notary Public, S	THORPE : State of Illinois :

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EXHIBIT A

Legal Description

Parcel 1:

Lot 7 (except the Westerly 25 Feet thereof), and all of Lots 5 and 6, and the North ½ of the vacated alley, lying South of and adjoining Lot 7 (except the Westerly 25 Feet thereof), and all of Lots 5 and 6, in Block 2, in Gormley's Addition to Glencoe, being a Subdivision of the Southwest ¼ of Section 7 and the West ½ of the Northeast ¼ of the Northwest ¼ of Section 18, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

An easement for a private alley, as created by an agreement, dated September 11, 1917 and recorded November 5, 1917, in Book 14726, at Page 92, as document number 6224049, over a 10 foot strip of Land, be siming at the West line extended, of Lots 6 and 19, in Block 2, in Gormley's Addition to Glencoe aforesaid, said strip extending from said West line, extended of said Lots 6 and 19, to the West line of Bluff Street, in the Village of Glencoe, the North line of said strip, being 5 Feet, South of and parallel with the South line of Lots 1 to 6, in said Block 2 and the South line of said strip, being 5 Feet, North of and parallel with the North line of Lots 19 to 24, in said Block 2, (except that part of the said 10 foot strip, falling in Parcel 1), in Cook County, Illinois.

Permanent Real Estate Index Numbers: 05-07-3/32-007-0000

Address of Real Estate: 536 South Avenue, Glencoe, IL 50022