PREPARED BY, RECORDED AND RETURN TO: (Print Name of Attorney)

900 P

Lauren M. Keefe, Esq. Krooth & Altman LLP 1850 M Street, NW, Suite 400 Washington, DC 20036



Doc# 2027240093 Fee \$59.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/28/2020 02:09 PM PG: 1 OF 5

(3)

MCDIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (the "Modification") is made, entered into and dated as of July 29, 2020 by 4310-16 N. HEYSTONE, LLC, an Illinois limited liability company (the "Borrower"), and FANNIE MAF ('Lender")

WITNESSETA:

WHEREAS, the Borrower entered into a Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 30, 2020, recorded on July 9, 2020 as Document No. 2019157076 in Cook County, Illinois (the "Mortgage"), to secure the payment of a loan made pursuant to that certain Multifamily Loan and Security Agreement dated as of June 30, 2020 (the "Effective Date"), executed by and between Borrower and BERKELEY POINT CAPITAL LLC, d/b/a NEWMARK KNIGHT FRANK, a Delaware limited liability company ("Prior Lender") (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Loan Agreement"), in the original principal amount of Three Million Six Hundred Thirty Thousand and 00/100 Dollars (\$3,630,000.00) (the "Mortgage Loan"), as evidenced by that certain Multifamily Note dated as of June 30, 2020, executed by Borrower and made payable to Prior Lender in the amount of the Mortgage Loan (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Note").

WHEREAS, the Mortgage was assigned to Lender by Assignment of Mortgage recorded on July 9, 2020 as Document No. 2019157077 in Cook County, Illinois.

WHEREAS, Prior Lender is the current loan servicer ("Loan Servicer") of the Mortgage Loan for Lender.

2005,A809146NA

Chicago Title

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WHEREAS, Borrower is the owner of record of all condominium units in The Keystone Court Condominiums (the "Condominium") except for Unit 4312-1F and the undivided percentage interest in the common elements connected with this unit (together, the "Unit"). Borrower has purchased the Unit per the Deed by and between Borrower and Gabriela L. Coix, dated July 29, 2020 and recorded immediately prior to the recording of this Modification and, therefore, is the owner of record of all condominium units and common elements in the Condominium.

WHEREAS, capitalized terms used and not specifically defined herein shall have the meanings give 113 such terms in the Loan Agreement.

WHEREAS, 3 orrower and Lender have agreed to modify the Mortgage as described herein.

NOW, THEREFORE, in consideration of the premises and the sum of TEN DOLLARS (\$10.00) in hand paid by each of the parties hereto to the other (the receipt and sufficiency of which by each of the parties hereto from the other is hereby acknowledged), the parties hereto, for themselves and their respective heirs, executors, administrators, successors and assigns, hereby covenant and agree as folic ws:

- 1. Borrower has acquired the Unit since the closing of the Mortgage Loan, so Lender agrees to modify that certain real property securing the lien of the Mortgage to include all units and common elements in the Condominium and Exhibit A attached hereto is the legal description of that certain real property now securing the lien of the Mortgage
- 2. The Mortgage is modified to delete Exhibit A active hed thereto and it is replaced with the Exhibit A attached to this Modification.
- 3. Provided, Always, Nevertheless, that nothing herein contained shall in any way affect, alter or diminish the lien or encumbrance of the aforementioned Mortgage on the Mortgaged Property described on Exhibit A or the remedies contained in such Mortgage.
- 4. <u>Ratification</u>. Borrower hereby ratifies and confirms its obligations under the Note and Mortgage, and Borrower acknowledges that it has no defenses, set-offs, claims or counterclaims with respect to the Note, Mortgage, this Modification or the transactions relating thereto.
- 5. <u>Benefit</u>. This Modification shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

[DOCUMENT EXECUTION OCCURS ON THE FOLLOWING PAGE]

IN TESTIMONY WHEREOF, the parties hereto have caused this Modification to be executed in their respective names as of the day and year hereinabove first written.

BORROWER:

4310-16 N. KEYSTONE, LLC

an Illinois limited liability company

By:

Robert S. Levinson

Manager

ACKNOWLEDGEMENT

STATE OF THINKS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 24 day of This, 2020, by Pysic Olympia Control of the Control Robert S. Leynson, the Manager of 4310-16 N. Keystone, LLC, an Illinois limited liability company

Notary Publ

(SEAL)

Printed N

LLOYD GUSSIS OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires December 14, 2021

My Comm

LENDER:

FANNIE MAE

By: BERKELEY POINT CAPITAL LLC, d/b/a NEWMARK KNIGHT FRANK,

a Delaware limited liability company

Attorney-In-Fact

Ron Steffenino

Senior Managing Director

(SEAL)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

) ss:

MONTGOMERY COUNTY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ron Steffenino, known to rue to be Senior Managing Director of BERKELEY POINT CAPITAL LLC, d/b/a NEWMARK KNIGHT FRANK, a Delaware limited liability company, the limited liability company that executed the foregoing instrument, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited liability company and that he executed the same as the act of such limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of 1014

Printed Name: The call S Ne I

Notary Public in and for Montgomery County, Pennsylvania

My commission expires:

9-21-2022

Attachment:

Exhibit "A" - Legal Description

Commonwealth of Pennsylvania - Notary Seal Jenni R. Nelk, Notary Public Montgomery County

My commission expires September 21, 2022 Commission number 1009775

Member, Pennsylvania Association of Notaries

2027240093 Page: 5 of 5

UNOFFICIAL COPY

LEGAL DESCRIPTION

Order No.: 20CSA809134NA

For APN/Parcel ID(s): 13-15-404-047-1008, 13-15-404-047-1010, 13-15-404-047-1012,

13-15-404-047-1013, 13-15-404-047-1027, 13-15-404-047-1029, 13-15-404-047-1030, 13-15-404-047-1031, 13-15-404-047-1001, 13-15-404-047-1002, 13-15-404-047-1003, 13-15-404-047-1005, 13-15-404-047-1007, 13-15-404-047-1014, 13-15-404-047-1016, 13-15-404-047-1017, 13-15-404-047-1018, 13-15-404-047-1020,

13-15-404-047-1022, 13-15-404-047-1024, 13-15-404-047-1026,

13-15-404-047-1035, 13-15-404-047-1037, 13-15-404-047-1038, 13-15-404-047-1036, 13-15-404-047-1039, 13-15-404-047-1006,

13-15-404-047-1009, 13-15-404-047-1025, 13-15-404-047-1028, 13-15-404-047-1021, 13-15-404-047-1019, 13-15-404-047-1033,

13-15-454-047-1034, 13-15-404-047-1004, 13-15-404-047-1032,

13-15-404 047 1023 and 13-15-404-047-1011

PARCEL 1A:

UNITS 4310.5-1C, 4310.5-2C, 4310.5-3C, 4310.5-3D, 4314.5-1C, 4314.5-2C, 4314.5-2D, 4314.5-3C, 4310-1A, 4310-1B, 4310-2A, 4310-3A, 4310-G, 4312-1E, 4312-2E, 4312-2F, 4312-3E, 4314-1E, 4314-2E, 4314-3E, 4314-G, 4316-2A, 4316-2B, 4316-3B, 4316-3B, 4316-G, 4310-3B, 4310.5-1D, 4314-F3, 4314-5-D1, 4314-F1, 4312-F3, 4316-A1, 4316-B1, 4310-B2, 4314.5-D3, 4314-F2 AND 4310.5-D2 IN THE KEYSTONE COURT CONDOMINIONS. AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 18 AND 19 IN BLOCK 6 IN HUNTING AND OTHER'S SULDIVISION OF THE WEST 662 FEET OF THE EAST 1116 FEET OF THE NORTH 660 FEET WEST OF FLOON ROAD OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGLE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM PECORDED AS DOCUMENT <u>0706015034</u>, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE AMOUNT OF 97.45% PER THE DECLARATION AS AMENDED FROM TIME TO TIME.

PARCEL 1B

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S, 35, S-20, S10, S2, S8, S6, S9, S14, S15, S16, S1, S24 AND S-36, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT <u>0706015034</u>.