

# UNOFFICIAL COPY

Doc#: 2027634289 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 10/02/2020 01:11 PM Pg: 1 of 12

THIS INSTRUMENT PREPARED BY:  
Bennett L. Cohen  
Cohen, Salk & Huvad, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:  
Wendy Champion, Loan Coordinator  
Fifth Third Bank, National Association  
6111 N. River Road  
Rosemont, Illinois 60018

## THIRD MODIFICATION AGREEMENT

This Third Modification Agreement (this "Agreement") is entered into as of the 17<sup>th</sup> day of August, 2020 between 434 W. ONTARIO, LLC, an Illinois limited liability company (herein called the "Mortgagor"), whose address is 605 E. Algonquin Road, Suite 300, Arlington Heights, Illinois 60005, and FIFTH THIRD BANK, NATIONAL ASSOCIATION (formerly known as Fifth Third Bank, successor in interest to F.B. Financial Bank, N.A., successor by merger to Cole Taylor Bank) (herein together with its successors and assigns, including each and every from time to time holder of the Notes hereinafter referred to, called the "Mortgagee"), whose address is 222 S. Riverside Plaza, Chicago, Illinois 60606.

WHEREAS, Mortgagee extended to Mortgagor a mortgage loan in the original principal sum of \$2,100,000.00 (as modified, renewed, restated or replaced from time to time, the "Loan"); and

WHEREAS, Mortgagee also extended the following loans (as modified, renewed, restated or replaced from time to time, the "Affiliated Borrower Loans") to the following affiliates of Mortgagor: (1) mortgage loans in the respective principal sums of \$1,320,000.00 and \$1,920,000.00 to AMERICORP PROPERTIES GROUP, L.L.C., an Illinois limited liability company; (2) a \$1,010,000.00 mortgage loan to 805 MCHENRY, LLC, an Illinois limited liability company, (3) a \$180,000.00 mortgage loan to 5404 – F ELM STREET, LLC, an Illinois limited liability company, (4) a \$720,000.00 mortgage loan to 1057 N. NORTHWEST HIGHWAY, LLC, an Illinois limited liability company, and (5) a \$360,000.00 mortgage loan to ELGIN CAPITAL STREET, LLC, an Illinois limited liability company; and

WHEREAS, the \$1,010,000.00 mortgage loan to 805 MCHENRY, LLC has been paid off; and

WHEREAS, to secure payment of all of the above-described loans, and all extensions, renewals, amendments, refinancings, modifications, consolidations and conversions thereof or thereto, Mortgagor executed a certain Mortgage, Security Agreement, Assignment of Rents and UCC Fixture Filing dated as of December 17, 2008 (as modified from time to time, the

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“Mortgage”), mortgaging, granting and conveying to Mortgagee the Premises as defined in the Mortgage, including the Real Estate described in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgage was recorded on December 24, 2008, in the Office of the Recorder of Cook County, Illinois (the “Recorder’s Office”) as Document No. 0835933058; and

WHEREAS, the Mortgage was previously modified pursuant to that certain First Modification Agreement dated as of December 29, 2013, made by and between Mortgagor and Mortgagee, recorded on February 11, 2014 in the Recorder’s Office as Document No. 1404208048 to reflect, among other changes, renewals of the Loan and the Affiliated Borrower Loans; and

WHEREAS, the Mortgage was subsequently modified pursuant to that certain Second Modification Agreement dated as of December 7, 2018, made by and between Mortgagor and Mortgagee, recorded on December 19, 2018 in the Recorder’s Office as Document No. 1835310078 to reflect, among other changes, further renewals of the Loan and the Affiliated Borrower Loans; and

WHEREAS, Mortgagee has been asked to modify the Loan and the Affiliated Borrower Loans (as previously renewed and modified); and

WHEREAS, Mortgagee has consented to such loan requests, provided, among other conditions, that Mortgagor agrees to modify and amend the Mortgage to secure such modified loans.

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, Mortgagor and Mortgagee hereby agree that the Mortgage shall be and is hereby modified and amended as follows:

1. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Mortgage.

2. The name and address of the Mortgagee in the Mortgage is hereby amended to be “Fifth Third Bank, National Association (formerly known as Fifth Third Bank, successor in interest to MB Financial Bank, N.A., successor by merger to Cole Taylor Bank), 222 S. Riverside Plaza, Chicago, Illinois 60606.”

3. All “WHEREAS” clauses in the Mortgage are hereby amended in their entireties to read as follows to update the description of the loans secured by the Mortgage and currently being modified, and the Mortgage is hereby modified to secure all of the following loans currently being modified and evidenced by the promissory notes described below:

“WHEREAS, the Mortgagor and AMERICORP PROPERTIES GROUP, L.L.C., an Illinois limited liability company (“AmeriCorp”) have executed and delivered to the Mortgagee an Amended and Restated Renewal Mortgage Note dated August 17, 2020, payable to the order of Mortgagee, in the principal sum of EIGHT HUNDRED

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EIGHTY EIGHT THOUSAND SIX HUNDRED FIFTY NINE AND 81/100 Dollars (\$888,659.81) (such note, and any extensions, refinancings, amendments, renewals, modifications and consolidations thereof, in whole or in part, herein called the "Mortgage Note"), evidencing an \$888,659.81 amended and restated renewal mortgage loan made by Mortgagee to Mortgagor and AmeriCorp, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable adjustable interest rate set forth in the Mortgage Note), the terms and provisions of which Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

**WHEREAS**, AmeriCorp has executed and delivered to the Mortgagee the following amended and restated renewal mortgage notes (such notes, and any extensions, refinancings, amendments, renewals, modifications and consolidations thereof, in whole or in part, herein collectively called the "AmeriCorp Mortgage Notes" and singularly, an "AmeriCorp Mortgage Note"): (i) an Amended and Restated Renewal Mortgage Note dated August 17, 2020, payable to the order of Mortgagee, in the principal sum of FIVE HUNDRED THREE THOUSAND EIGHT HUNDRED SEVENTY SEVEN AND 69/100 (\$503,877.69) (such note, and any extensions, refinancings, amendments, renewals, modifications and consolidations thereof, in whole or in part, herein called the "First AmeriCorp Mortgage Note"), evidencing a \$503,877.69 amended and restated renewal mortgage loan made by Mortgagee to AmeriCorp, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable adjustable interest rate set forth in the First AmeriCorp Mortgage Note), the terms and provisions of which First AmeriCorp Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and (ii) an Amended and Restated Renewal Mortgage Note dated August 17, 2020, payable to the order of Mortgagee, in the principal sum of FIVE HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED EIGHTY FIVE AND 76/100 (\$558,585.76) (such note, and any extensions, refinancings, amendments, renewals, modifications and consolidations thereof, in whole or in part, herein called the "Second AmeriCorp Mortgage Note"), evidencing a \$558,585.76 amended and restated renewal mortgage loan made by Mortgagee to AmeriCorp, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable adjustable interest rate set forth in the Second AmeriCorp Mortgage Note), the terms and provisions of which Second AmeriCorp Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

**WHEREAS**, 1057 N. NORTHWEST HIGHWAY, LLC, an Illinois limited liability company ("1057 Northwest") and AmeriCorp have executed and delivered to the Mortgagee an Amended And Restated Renewal Mortgage Note dated August 17, 2020, payable to the order of Mortgagee, in the principal sum of THREE HUNDRED FOUR THOUSAND SIX HUNDRED EIGHTY THREE AND 07/100 DOLLARS (\$304,683.07) (such note, and any extensions, refinancings, amendments, renewals, modifications and consolidations thereof, in whole or in part, herein called the "1057 Northwest Mortgage Note"), evidencing a \$304,683.07 amended and restated renewal mortgage loan made by Mortgagee to 1057 Northwest and AmeriCorp, payable to the order of Mortgagee in

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installments of principal (plus interest as therein provided and bearing interest at the applicable adjustable interest rate set forth in the 1057 Northwest Mortgage Note), the terms and provisions of which 1057 Northwest Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

**WHEREAS**, 5404 – F ELM STREET, LLC, an Illinois limited liability company (“5404 F Elm”) has executed and delivered to the Mortgagee an Amended and Restated Renewal Mortgage Note dated August 17, 2020, payable to the order of Mortgagee, in the principal sum of SEVENTY SIX THOUSAND ONE HUNDRED SEVENTY AND 57/100 DOLLARS (\$76,170.57) (such note, and any extensions, refinancings, amendments, renewals, modifications and consolidations thereof, in whole or in part, herein called the “5404 F Elm Mortgage Note”), evidencing a \$76,170.57 amended and restated renewal mortgage loan made by Mortgagee to 5404 F Elm, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable adjustable interest rate set forth in the 5404 F Elm Mortgage Note), the terms and provisions of which 5404 F Elm Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

**WHEREAS**, ELGIN CAPITAL STREET, LLC, an Illinois limited liability company (“Elgin Capital”) has executed and delivered to the Mortgagee an Amended and Restated Renewal Mortgage Note dated August 17, 2020, payable to the order of Mortgagee, in the principal sum of TWO HUNDRED FORTY FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$244,500.00) (such note, and any extensions, refinancings, amendments, renewals, modifications and consolidations thereof, in whole or in part, herein called the “Elgin Capital Mortgage Note”), evidencing a \$244,500.00 amended and restated mortgage loan made by Mortgagee to Elgin Capital, payable to the order of Mortgagee in installments of principal (plus interest as therein provided and bearing interest at the applicable adjustable interest rate set forth in the Elgin Capital Mortgage Note), the terms and provisions of which Elgin Capital Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

**WHEREAS**, the Mortgage Note, the AmeriCorp Notes, the 1057 Northwest Mortgage Note, the 5404 F Elm Mortgage Note and the Elgin Capital Mortgage Note shall collectively hereinafter be called the “Notes” and individually a “Note”; and

**WHEREAS**, Mortgagor, AmeriCorp, 1057 Northwest, 5404 F Elm and Elgin Capital shall hereafter collectively be called the “Affiliated Borrowers” and singularly, an “Affiliated Borrower”; and

**WHEREAS**, in connection with one or more of the Notes, Affiliated Borrowers have previously entered into, or may now or in the future enter into, one or more Rate Management Agreements (as hereinafter defined) with Mortgagee or its affiliates from time to time; and

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**WHEREAS**, the term “Rate Management Agreements” shall mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, commodities, or equity prices, including, without limitation, any transaction, device, agreement or arrangement (i) that is or is the functional equivalent of a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of these transactions, which transactions may be evidenced by an ISDA Master Agreement between an Affiliated Borrower and Mortgagee or any affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time; and

**WHEREAS**, the term “Rate Management Obligations” shall mean any obligation or liability of an Affiliated Borrower to the Mortgagee or an affiliate or designee of the Mortgagee, whether absolute or contingent and howsoever and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any Rate Management Agreement, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Agreement; and

**WHEREAS**, the indebtedness evidenced by the Notes, including the principal thereof and interest and premium, if any, thereon, and any extensions, refinancings, amendments, renewals, modifications, consolidations and conversions thereof, in whole or in part, the Rate Management Obligations, and any and all other sums which may be at any time due or owing or required to be paid as provided in this Mortgage, the Notes, the Rate Management Agreements and in any of the other Loan Documents (as hereinafter defined) and the Related Debt (as hereinafter defined), are herein collectively called the “Indebtedness Hereby Secured.”

4. In Section 16C of the Mortgage, subsections d and e are hereby deleted, and the following subsections are substituted therefor:



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“d. Mortgagor will provide to the Mortgagee annually, within one hundred twenty (120) days after the end of each calendar year, a complete copy of the federal and state income tax returns filed by Robert G. Brunetti.

e. As soon as available, but not later than one hundred twenty (120) days after the end of each fiscal year of ProCare Dental Group, P.C., Mortgagor shall furnish the Mortgagee with annual financial statements of ProCare Dental Group, P.C. for each such fiscal year. Such financial statements shall (a) be in form and reporting basis satisfactory to the Mortgagee, and (b) be prepared in accordance with GAAP and compiled by an independent certified public accounting firm selected by ProCare Dental Group, P.C. and reasonably acceptable to the Mortgagee.

f. As soon as available, but not later than forty-five (45) days after the end of each quarter of ProCare Dental Group, P.C., Mortgagor shall furnish the Mortgagee with internally prepared quarterly financial statements of ProCare Dental Group, P.C., consisting of a balance sheet and related statements of income, retained earnings and cash flows. The validity and accuracy of said financial statements shall be certified by the President or chief financial officer of ProCare Dental Group, P.C., in a form satisfactory to the Mortgagee.

g. Mortgagor shall promptly provide the Mortgagee with such other information, financial or otherwise, concerning the Mortgagor, the Affiliated Borrowers, the guarantors, the Premises or any other collateral securing the Notes, as the Mortgagee may reasonably request from time to time.”

5. In Section 18A(b) of the Mortgage, the name and address of the Secured Party is amended to read as follows:

“Fifth Third Bank, National Association  
222 S. Riverside Plaza  
Chicago, Illinois 60606”

6. In Section 37 of the Mortgage, the address for notices to the Mortgagee is hereby amended to read as follows:

“If to Mortgagee: Fifth Third Bank, National Association  
222 S. Riverside Plaza  
Chicago, Illinois 60606  
Attn: Karen Andrews, Senior Vice President”

7. The Mortgage is hereby amended to add the following new last Section thereto:

“43. **MERGER.** Mortgagor acknowledges and agrees that (i) MB Financial Bank, N.A. (as successor by merger to Cole Taylor Bank) merged with and into Fifth Third Bank, National Association (formerly known as Fifth Third Bank) (hereafter, “**Fifth Third**”) on May 3, 2019 with Fifth Third as the surviving bank, and (ii) as a result of such merger, Fifth Third became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Mortgagee for all purposes hereof.”

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8. Hereafter, the reference in the Mortgage, as amended hereby, and hereinbelow, to the term "Notes" shall hereafter collectively mean the Notes (as defined in Section 3 above) and all extensions, renewals, refinancings, modifications, restatements, replacements, consolidations and conversions of the foregoing described promissory notes. THIS MODIFICATION SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT THE NOTES MAY BE EXTENDED, RENEWED, REFINANCED, MODIFIED, RESTATED, REPLACED, CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE MORTGAGOR AND MORTGAGEE THAT THE MORTGAGE SHALL AUTOMATICALLY SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS, REFINANCINGS, MODIFICATIONS, RESTATEMENTS, REPLACEMENTS, CONSOLIDATIONS AND CONVERSIONS, WITHOUT THE NECESSITY OF RECORDING ANY SUBSEQUENT MODIFICATION OF THIS MORTGAGE.

9. Mortgagor acknowledges and agrees that the Mortgage is and as amended hereby shall remain in full force and effect, and that the Premises are and shall remain subject to the liens granted and provided for by the Mortgage, as amended hereby, for the benefit and security of all obligations and indebtedness described therein, including, without limitation, the loans evidenced by the Notes and all other Indebtedness Hereby Secured (as defined in the Mortgage and amended hereinabove).

10. Nothing contained in this Agreement shall in any manner impair the Mortgage, as amended hereby, or the first lien created by the Mortgage, or any other loan documents executed in connection with the loans evidenced by the Notes, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Mortgagee under any of the foregoing documents.

11. Mortgagor hereby represents, covenants and warrants to Mortgagee as follows: (a) the representations and warranties in the Mortgage and the other Loan Document are true and correct as of the date hereof, (b) there is currently no event of default under the Mortgage Note, the Mortgage or the other Loan Documents and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute a default or event of default under the Mortgage Note, the Mortgage or the other Loan Documents, (c) the Mortgage and other Loan Documents executed by Mortgagor are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity, (d) there has been no material adverse change in the financial condition of Mortgagor or any other party, if any, whose financial statement has been delivered to Mortgagee in connection with the Notes (as defined in Section 3 above) from the date of the most recent financial statement received by Mortgagee, (e) as of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Mortgage Note or the Loan Documents executed by Mortgagor as modified herein, (f) Mortgagor is validly existing and in good standing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver the Mortgage Note, this Agreement and such other documents

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required by Mortgagee, and to perform the Mortgage as modified herein. Mortgagor's execution and delivery of the Mortgage Note, this Agreement and the other loan documents required by Mortgagee, and the performance of the Mortgage as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor. The Mortgage Note, this Agreement and such other loan documents required by Mortgagee have been duly executed and delivered on behalf of Mortgagor.

12. Mortgagor hereby irrevocably waives and releases any and all claims, demands, actions, causes of action, suits and defenses which Mortgagor has (or may claim to have) against Mortgagee as of the date this Agreement is executed for or by reason of any claim, demand, action, cause of action, suit or defense whatsoever which relates to the Mortgage Note, this Agreement, the Mortgage and any other Loan Documents, any discussion between Mortgagor and the Mortgagee, or any acts, actions or omissions of the Mortgagee occurring on or before the date this Agreement is executed. The foregoing release is intended to be, and is, a full and complete and general release in favor of the Mortgagee with respect to all claims, demands, actions, causes of action, suits and defenses arising on or before the date this Agreement is executed which might result in liability upon Mortgagee.

13. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto. This Agreement shall extend to and be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee and its successors and assigns. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

14. Mortgagor acknowledges and agrees that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Mortgagee's part to grant other or future amendments, should any be requested.

15. This Agreement shall not be construed more strictly against Mortgagee than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Mortgagee, it being recognized that Mortgagor and Mortgagee have contributed substantially and materially to the preparation of this Agreement (or have had the opportunity to so contribute), and Mortgagor and Mortgagee each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and



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that they expressly warrant and represent that they are duly authorized and empowered to execute it.

16. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage shall stand and remain unchanged and in full force and effect.

17. Mortgagor shall reimburse Mortgagee for all of its out-of-pocket costs incurred in connection with the aforesaid loans evidenced by the Notes, including, without limitation, all legal fees, title insurance premiums, recording fees and search fees.

**[Signature Page Follows]**

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

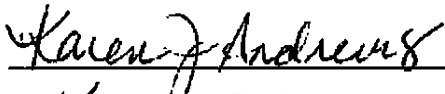
**MORTGAGOR:**

**434 W. ONTARIO, LLC**, an Illinois limited liability company

By:   
Name: Robert G. Brunetti  
Title: Manager

**MORTGAGEE:**

**FIFTH THIRD BANK, NATIONAL ASSOCIATION** (formerly known as Fifth Third Bank, successor in interest to MB Financial Bank, N.A., successor by merger to Cole Taylor Bank)

By:   
Name: Karen J. Andrews  
Title: SVP

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## ACKNOWLEDGMENT OF SIGNATURE

STATE OF ILLINOIS        )  
   )  
 COUNTY OF COOK         )

SS

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Robert G. Brunetti, the Manager of 434 W. ONTARIO, LLC, an Illinois limited liability company, known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of August, 2020.



Gail P. Albano  
 Notary Public

My Commission Expires: Sept 30, 2023

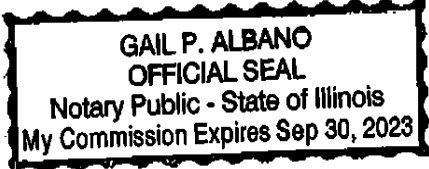
## ACKNOWLEDGMENT OF SIGNATURE

STATE OF ILLINOIS        )  
   )  
 COUNTY OF COOK         )

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Karen J. Andrews, a SVF of **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, as his own and free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of August, 2020.



Gail P. Albano  
 Notary Public

My Commission Expires: Sept 30, 2023

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## EXHIBIT A

### Legal Description

PIN: 17-09-127-019-0000

Address: 434 W. Ontario, Chicago, Illinois 60610

THE WEST 49.37 FEET OF LOTS 21 AND 22, TAKEN AS A TRACT, IN YOUNGS SUBDIVISION OF PART OF THE KINGSBURY TRACT IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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