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Doc#: 2029708112 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 10/23/2020 03:57 PM Pg: 1 of 6

THIS AMENDMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

Marc Z. Samotny
Patzik, Frank & Samotny Ltd.
200 S. Wacker Drive, Suite 2700
Chicago, Illinois 60606

008498061

FOURTH AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS FOURTH AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING dated as of May 10, 2020 (the "Amendment"), is executed by **CARVEY OFFICE, LLC**, a Delaware limited liability company, and **G5 REALTY PARTNERS, LLC**, a Delaware limited liability company (collectively, "Mortgagor"), to and for the benefit of **WINTRUST BANK, N.A.**, a national banking association formerly known as Wintrust Bank (the "Lender"), with reference to the following facts:

A. Lender is the legal owner and holder of a Promissory Note dated April 9, 2010, as amended by Omnibus Amendment No. 1 to Loan dated as of May 5, 2015, as amended by Omnibus Amendment No. 2 to Loan dated as of August 10, 2018, and as further amended by Omnibus Amendment No. 3 to Loan dated as of the date hereof (as amended, restated, replaced or extended from time to time, the "Note"), executed and delivered by Mortgagor and payable to the order of Lender in the original principal amount of \$3,056,000.

B. The Note is currently secured by, among other things (i) a Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, executed by Mortgagor in favor of Lender dated as of April 9, 2010, and recorded in the Cook County Recorder of Deeds on April 16, 2010 as Document No. 1010633016, as amended by the First Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of February 10, 2014, and recorded in the Cook County Recorder of Deeds on February 11, 2014 as Document No. 1404219124, as amended by the Second Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 15, 2015 and recorded in the Cook County Recorder of Deeds on June 16, 2015 as Document No. 1516742029, and as further amended by the Third Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 10, 2018 and recorded in the Cook County Recorder of Deeds on August 23, 2018 as Document No. 1823541083 (the "Existing Mortgage"); and (ii) an Assignment of Rents and Leases, executed by Mortgagor in favor of Lender dated as of April 9, 2010, and recorded in the Cook County Recorder of Deeds on April 16, 2010 as Document No.

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1010633017 (the "Existing Assignment").

C. The Existing Mortgage and the Existing Assignment encumber certain real estate located in Cook County, Illinois, as legally described on Exhibit A attached hereto (the "Premises").

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Amendment), (ii) the covenants and agreements contained herein, and (iii) other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, Mortgagor, intending to be legally bound, agrees as follows:

1. Definitions.

All capitalized terms which are not defined herein shall have the meanings ascribed in the Existing Mortgage.

2. Amendment.

Effective as of the date hereof, Lender and Mortgagor hereby modify the Existing Mortgage such that any reference in the Existing Mortgage to the "Maturity Date" shall mean and refer to the Maturity Date as set forth under the Note, as amended, restated, replaced or extended from time to time.

3. Amendment Supplementary. From and after the date hereof, the Existing Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Existing Mortgage shall continue in full force and effect and the Existing Mortgage and this Amendment shall be read, taken and construed as one and the same instrument.

4. Recording and Title. Upon the execution of this Amendment, Mortgagor shall cause this Amendment to be recorded in the Office of the Cook County Recorder of Deeds.

5. Reaffirmation. Mortgagor reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Lender pursuant to the Existing Mortgage, as amended hereby, the Existing Assignment and the other Loan Documents and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Amendment, affected in any manner whatsoever.

[Signature Page Follows]

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IN WITNESS WHEREOF, Mortgagor has executed this Fourth Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing as of the date first above written.

MORTGAGOR

GARVEY OFFICE, LLC,
a Delaware limited liability company

By: *Bernard C. Garvey, Jr.*
Name: Bernard C. Garvey, Jr.
Its: Manager

G5 REALTY PARTNERS, LLC,
a Delaware limited liability company

By: *Bernard C. Garvey, Jr.*
Name: Bernard C. Garvey, Jr.
Title: Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Kenneth I Garvey, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bernard C. Garvey, Jr., the Manager of GARVEY OFFICE, LLC, a Delaware limited liability company, who is personally 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 11th day of May, 2020.

Kenneth I Garvey
Notary Public

My commission expires: 10/6/2022



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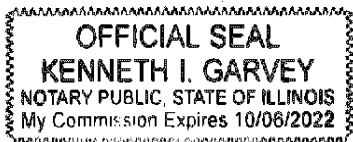
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Kenneth I Garvey, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bernard C. Garvey, Jr., the Manager of G5 REALTY PARTNERS, LLC, a Delaware limited liability company, who is personally 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 11th day of May, 2020.

Kenneth I Garvey
Notary Public

My commission expires: 10/6/2022



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF LOTS 4, 5 AND 7, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID LOT 4, A DISTANCE OF 31.85 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTHWEST TO A POINT IN A LINE 45.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 344.82 FEET; THENCE WEST ALONG SAID LINE 45.00 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF LOT 4, A DISTANCE OF 21.83 FEET TO WEST LINE OF SAID LOT 4; THENCE SOUTH ALONG WEST LINE AND ITS SOUTH EXTENSION OF SAID LOTS 4 AND 5, A DISTANCE OF 450.00 FEET TO A POINT 90.03 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST AT 90 DEGREES TO LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOTS 4, 5 AND 7, SAID LINE BEING THE WEST LINE OF CALDWELL AVENUE; THENCE NORTH ALONG SAID EAST LINE OF SAID LOTS 4, 5 AND 7 TO POINT OF BEGINNING,

ALL IN TAM O'SHANTER'S INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 30, AND JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

7500 N. Caldwell
Niles, Illinois 60714

PERMANENT TAX IDENTIFICATION NUMBER:

10-30-406-012-0000