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Prepared by and to be Returned to:

Seyfarth Shaw LLP 233 South Wacker Drive Suite 8000 Chicago, Illinois 60606 Attn: Neal Robin

Permanent Tax Index Numbers: See Exhibit A

Doc# 2104816004 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/17/2021 09:48 AM PG: 1 OF 6

# FIRST AMEN'S MENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMEND TENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING is dated as of February 10, 2021 (this "Amendment"), is entered into by and between CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, as Trustee under a fruit Agreement dated January 27, 2015 and known as Trust No. 8002365593 (the "Mortgagor"), and JEWISH FEDERATION OF METROPOLITAN CHICAGO, an Illinois not-for-profit corporation (the "Mortgagee").

### RECITALS

- A. Mortgagor previously entered into that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 21, 2020 in favor of Mortgagee recorded December 23, 2020 with the Cook County Clerk's Office as December No. 2035833084 ("Existing Instrument"), which encumbers the real estate described therein and the personal property located thereon.
- B. Mortgagor has requested that Mortgagee agree to amend the tegal description of the real estate to encumber additional real estate contiguous to the real estate described in Exhibit A of the Existing Instrument, which is owned by Joan Dachs Bais Yaakov Elementary School Yeshiyas Tiferes Tzvi, Inc., an Illinois not-for-profit corporation, and Mortgagee has agreed to amend Existing Listrament accordingly.

### **AGREEMENTS**

In consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

<u>Section 1.</u> <u>Recitals; Defined Terms</u>. The foregoing recitals are hereby incorporated by this referenced to this Amendment. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Existing Instrument. The Existing Instrument, as amended by this Amendment, shall collectively be referred to as the "Mortgage."

<u>Section 2.</u> <u>Legal Description</u>. Exhibit A of the Existing Instrument is hereby deleted in its entirely and substituted with the legal description attached to this Amendment as <u>Exhibit A</u> in lieu thereof.

~ CHT 200723010 CSC

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Section 3. Security Title and Security Interest Unaffected. Mortgagor and Mortgagee further acknowledge and agree that that Existing Instrument and the security title and security interest created thereby, as amended hereby, remain in place and in full force and effect with respect to the Premises, all without impairing or affecting the security title or priority of the Existing Instrument, as amended hereby, or improving the position of any subordinate lien or security title holder with respect thereto.

Section 4. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No extension, change, modification or amendment or any kind or nature whatsoever, to or of this modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Mortgagor represents and warrants that Mortgagor and the undersigned representative of Mortgagor have full power, authority and legal right to execute this Amendment and to keep and observe all of the terms of this Amendment on Mortgagor's part to be observed and performed.

[SIGNATURE/ACKNOWLEDGMENT PAGE FOLLOWS THIS PAGE]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the

MORTGAGOR:

This instrumdate firstial dyelly rittersigned Land Trust not personally but solely as Trustee in the exercise of the pow and authority conferred upon and vested in it as such Trust it is expressly understood and agreed that all the warranti indemnities, representations, covenants, undertakings agreements herein made on the part of the Trustee undertaken by it solely in its capacity as Trustee and indemnities. No personal liability or personal responsibility assumed by or shall at any time be asserted or enforced against the Trustee on account of any warranty, indemning the personal trustee on account of any warranty indemning the personal responsibility and the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of any warranty indemning the personal responsibility against the Trustee on account of the personal responsibility against the Trustee on account of the personal responsibility against the Trustee on account of the personal responsibility against the Trustee on account of the personal responsibility against the Trustee on account of the personal responsibility against the Trustee on account of the personal responsibility against the Trustee on account of the persona	ver ee. es, and are not ble ity,
Trustee in this instrument	liis
OTATE OF LIBIOIS	

ssly understood and agreed that all the warranties, representations, covenants, undertakings and ts herein made on the part of the Trustee are n by it solely in its capacity as Trustee and not . No personal liability or personal responsibility is	CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee as aforesaid
by or shall at any time be asserted or enforceable the Trustee on account of any warranty, indemnity, ation, covenant, undertaking or agreement of the this instrument	Name: KELLAWZYROWSKI & CORPO Title: VICE PRESIDENT & SEA
STATE OF ALLINOIS ) SS. COUNTY OF COOK )	CARO, IL
Kelli A Wuzukowski Vice Pre	day of February , 2021, by Company of Chicago Title Land Trust Company, an reement dated anuary 27, 2015 and known as Trust No.  My commission expires:  MORT GAGOR:
	JOAN DACH'S BAIS YAAKOV ELEMENTARY SCHOOL - YESPLIVAS TIFERES TZVI, INC., an Illinois not-for-predit corporation
	By: Name:  Vore f rickte  Title:  Prosofor
The foregoing instrument was acknowledged be 1030f Mag176, the 1600 Averaged by Yeshivas Tiferes Tzvi, Inc., an Illinois not-for-p	efore me this 3/ day of, 2021, by, of Joan Duchs Bais Yankov Elementicy School — profit corporation, on behalf of the not-for-profit corporation.
· · · · · · · · · · · · · · · · · · ·	Motary Public
MEFICIAL SEAL DAVIS	My commission expires: 97 17 22

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# **UNOFFICIAL COP**

JEWISH FEDERATION OF METROPOLITAN CHICAGO, an Illinois not-for-profit corporation

Assistant Secretary

STATE OF ILLINOIS ) ss **COUNTY OF COOK** 

The foregoing instrument was acknowledged before me this 3 day of value, 2021, by James Pinkston, as the Assistant Secretary of Jewish Federation of Metropolitan Chicago, an poi. Illinois not-for-profit corporation, on behalf of said not-for-profit corporation.

Notary Public & Out (

My Commission Expires: 5/14/24

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### **JOINDER OF BENEFICIARY**

The undersigned, JOAN DACHS BAIS YAAKOV ELEMENTARY SCHOOL – YESHIVAS TIFERES TZVI, INC., an Illinois not-for-profit corporation, being the Borrower (as defined in the Existing Instrument), hereby joins in this Amendment for the purpose of joining in and being jointly and severally bound with the Mortgagor by all of the representations, warranties, covenants and agreements contained in the Existing Instrument, as amended by this Amendment.

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200 PT	By:  Name:  Title:  Yusul In  Presidant	e) stel
0,	×	
STATE OF ILLINOIS )	SS.	
COUNTY OF COOK )	4	
Vorutinument , the Pr	nowledged before nethis <u>孔</u> day of <u>のいといと</u> of Joan Dachs Bais oisnot-for-profit corporation on beh	s Yaakov Elemenlary School –
	FICIAL SEAT OF THE PROPERTY OF	Tom Nich
M. M.	OFFICIAL SEAF MOSHE Y. DAVIS MOSHE Y. DAVIS Notary Public State of Ill 1892022 Y Commission Expires 7 11 802022	n expers 1/18/20
<b>9</b>		(C)_

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### **EXHIBIT A**

### LEGAL DESCRIPTION

LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 AND 22 IN BLOCK 1 IN ELLIS AND MORRIS ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**COMMON ADDRESS:** 

2754 W. Rosemont Avenue and 6327-6339 N. California Avenue,

Chicago, Illinois 60659

# The Or Cook County Clark's Office PERMANENT INDEX NUMBERS:

13-01-200-009-0000

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13-01-200-011-0000

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