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AFTER RECORDING RETURN TO:

Hinsdale Bank & Trust Company, N.A.
Attn: James Van Hekken
25 East First Street
Hinsdale, Illinois 60521

PREPARED BY:

Erica Byrd
GARFIELD & MEREL, LTD.
Two Prudential Plaza
180 N. Steison Ave., Suite 1300
Chicago, Illinois 60601

COMMON ADDRESS:

2200 S. Michigan Ave.
Chicago, Illinois 60616

PINs:

10006601 10-2
17-27-101-015-0000; 17-27-101-014-0000;
17-27-101-013-0000; 17-27-101-012-0000;
17-27-101-011-0000; 17-27-101-010-0000;
17-27-101-009-0000; 17-27-101-008-0000;
17-27-101-007-0000; 17-27-101-006-0000



2104922034

Doc# 2104922034 Fee \$92.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/18/2021 11:36 AM PG: 1 OF 6

**MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES**

THIS MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES dated as of the 13th day of January, 2021 and effective as of November 6, 2020 (this "Modification") is made by CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 4, 2001 AND KNOWN AS TRUST NO. 10-2265 ("Mortgagor") and HINSDALE BANK & TRUST COMPANY, N.A. ("Mortgagee").

RECITALS

WHEREAS, Mortgagee is the holder of a certain Mortgage Note dated November 6, 2015, as amended by that certain Change in Terms Agreement dated June 3, 2020 and that certain Second Change in Terms Agreement dated as of even date hereof (collectively, the "Note"); and

WHEREAS, the Note is secured by, *inter alia*, the following loan documents executed by Mortgagor:

- A. Mortgage and Security Agreement dated November 6, 2015 and recorded November 19, 2015 with the Cook County Recorder of Deeds (the "Recorder") as Document No. 1532333016 (the "Mortgage") on the Real Estate legally described in Exhibit A, which is attached hereto and incorporated herein; and

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- B. Assignment of Rents and Leases dated November 6, 2015 and recorded November 19, 2015 with the Recorder as Document No. 1532333017 (the “Assignment of Rents”) on the Real Estate legally described in Exhibit A, which is attached hereto and incorporated herein.

The Mortgage and the Assignment of Rents are hereinafter jointly referred to as the “Mortgage Documents”.

WHEREAS, on the date hereof, the parties have executed a Second Change in Terms Agreement extending the Maturity Date of the Note to November 6, 2025, *inter alia*.

WHEREAS, Mortgagee and Mortgagor wish to amend and/or modify the Mortgage Documents, as provided herein.

NOW, THEREFORE, in consideration of the mutual consents, conditions, and agreements herein contained, receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Recitals above are made a part of this paragraph 1 as though fully set forth herein. Capitalized words and phrases not otherwise defined herein shall have the meaning ascribed in the Loan Documents.

2. The Mortgage Documents are modified as follows:

a. The maturity date of the Note is extended from November 6, 2020 to November 6, 2025 (the “Maturity Date”).

b. The Note shall bear interest prior to default at the rate of 3.75% per annum.

3. The parties hereto intend this instrument to operate as a modification of the Mortgage Documents and do not intend that a new mortgage or assignment of rents be created hereby. This Modification shall be construed in conjunction with and shall modify the Mortgage Documents. Except as amended hereby, all of the terms, covenants, and conditions of the Mortgage Documents shall remain in full force and effect and are hereby ratified and confirmed. In the event of any inconsistencies between this Modification and the Mortgage Documents, the Modification shall prevail.

4. This Modification is executed by Chicago Trust Company, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Modification or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that Trustee in its personal and individual capacity warrants that it as trustee possesses full power and authority to execute this instrument. Nothing herein shall modify or discharge the personal liability assumed by the guarantors hereof. In the Event of Default,

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the sole remedy of the holder, as far as Trustee is concerned, shall be to enforce the personal liability of other makers on the Note or the guarantors of the Note, or any other remedies as the holder in its sole discretion may elect.

5. This Modification may be executed in any number of counterparts so long as each signatory hereto executes at least one such counterpart. Each such counterpart shall constitute one original, but all such counterparts taken together shall constitute one and the same instrument.

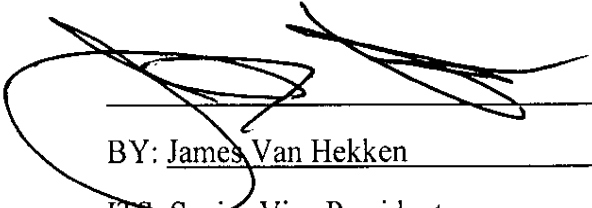
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Property of Cook County Clerk's Office

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MORTGAGEE:

HINSDALE BANK & TRUST COMPANY, N.A.



 BY: James Van Hekken

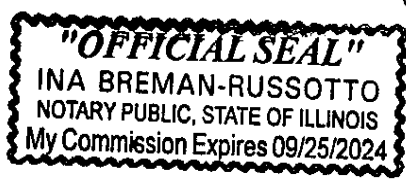
 ITS: Senior Vice President

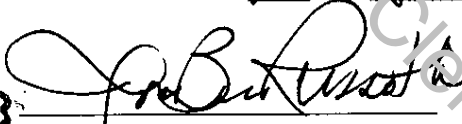
STATE OF IL)
) SS.

COUNTY OF Cook)

I, Ina Breman-Russotto, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that James Van Hekken, Senior Vice President of HINSDALE BANK & TRUST COMPANY, N.A. personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day January, 2021.





 Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

2200 S. Michigan Avenue, Chicago, IL *60616*

PIN:17-27-101-015-0000

17-27-101-014-0000

17-27-101-013-0000

17-27-101-012-0000

17-27-101-011-0000

17-27-101-010-0000

17-27-101-009-0000

17-27-101-008-0000

17-27-101-007-0000

17-27-101-006-0000

__(parcels 1-5 intentionally omitted)

PARCEL 4:

THE EAST 62 8/12 FEET (EXCEPT THAT PART TAKEN FOR WIDENING 22ND STREET) OF THAT PART LYING WEST OF MICHIGAN AVENUE, AS NOW LAID OUT OF THE NORTH 1/2 OF BLOCK 5 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO DESCRIBED AS FOLLOWS: LOT 1 (EXCEPT STREETS AND EXCEPT PART TAKEN FOR WIDENING 22ND STREET) LOTS 2 AND 3 AND THE EAST 9 FEET 3 INCHES OF LOT 4 (EXCEPT THAT PART OF EACH OF SAID LOTS TAKEN FOR WIDENING 22ND STREET) IN ASSESSOR'S DIVISION OF THE NORTH 1/2 OF BLOCK 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 4 (EXCEPT THE EAST 9 FEET 8 INCHES) AND ALL OF LOTS 5, 6 AND 7 IN ASSESSOR'S DIVISION OF THE NORTH 1/2 OF BLOCK 5 IN THE CANAL TRUSTEES' SUBDIVISION IN SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID PREMISES CONVEYED TO THE CITY OF CHICAGO FOR WIDENING EAST 22ND STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 8 AND 9 (EXCEPT THE NORTH 54.00 FEET OF SAID LOTS TAKEN FOR WIDENING EAST 22ND STREET) IN ASSESSOR'S DIVISION OF THE NORTH 1/2 OF BLOCK 5 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 10 TO 14, INCLUSIVE IN ASSESSOR'S DIVISION OF THE NORTH 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOTS 10 TO 14, INCLUSIVE LYING NORTH OF A LINE 54.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 22ND STREET), IN COOK COUNTY, ILLINOIS.