

# UNOFFICIAL COPY

## PREPARED BY:

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## AFTER RECORDING RETURN TO:

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Doc# 2105557008 Fee \$88.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/24/2021 10:10 AM PG: 1 OF 9

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

This Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Amendment") is made as of this \_\_\_ day of January, 2021 by and between DB MIM I LLC, a Delaware limited liability company, having its principal place of business at 27 North Wacker Drive, Suite 435, Chicago, Illinois 60606, ("Mortgagor") and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, having its principal place of business at c/o MetLife Investment Management, LLC, One MetLife Way, Whippany, New Jersey 07981 (together with its successors and assigns, "Mortgagee").

### RECITALS

A. Mortgagor previously executed that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 10, 2019, in favor of, and for the benefit of Mortgagee and recorded on August 20, 2020 in the Office of the Recorder of Deeds for Cook County, Illinois as Document Number 2023334071 (as amended, supplemented, modified, restated, renewed, or extended from time to time, the "Mortgage") and which secures certain obligations owing to Mortgagee by Mortgagor.

B. Mortgagor and Mortgagee previously entered into that certain Promissory Note dated as of December 13, 2019 ("Original Note") in the amount of up to Forty-Seven Million Five Hundred Thousand and No/100ths Dollars (\$47,500,000.00).

C. Mortgagor and Mortgagee have entered into that certain Amended and Restated Promissory Note dated as of even date herewith (the "Note") amending certain of the terms of the Original Note, including increasing the Outstanding Principal Balance, as defined in the Original Note, of up to Fifty-Seven Million Five Hundred Twenty-Eight Thousand Three Hundred Fifty-Nine and No/100ths Dollars (\$57,528,359.00).

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D. In connection with the execution and delivery of the Note, Mortgagor and Mortgagee have agreed to amend the Mortgage to memorialize that the Lien of the Mortgage shall secure the increased indebtedness evidenced by the Note, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Mortgagor and Mortgagee agree as follows:

1. The Mortgage is hereby supplemented and modified to incorporate the following, which shall supersede and prevail over any conflicting provisions of the Mortgage. Recital A of the Mortgage is hereby deleted in its entirety and replaced with the following:

"A. This Mortgage is given to secure a loan or loans (collectively, the "*Loan*") in the principal sum of up to Fifty-Seven Million Five Hundred Twenty-Eight Thousand Three Hundred Fifty-Nine and No/100ths Dollars (\$57,528,359.00), or so much thereof as may be advanced pursuant to that certain Loan Agreement dated as of December 13, 2019 between Mortgagor and Mortgagee (as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), and evidenced by that certain Amended and Restated Promissory Note secured by Security Instruments dated the date hereof made by Mortgagor in favor of Mortgagee (together with all extensions, renewals, replacements, restatements, or modifications (including the possible increase in the principal amount of the indebtedness) of each thereof, being hereinafter referred to as the "*Note*") having a Maturity Date of December 10, 2029, as the same may be extended pursuant to the terms of the Loan Agreement. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement."

2. Except as modified herein, all of the terms and provisions of the Mortgage shall remain in full force and effect and are hereby ratified and confirmed.

3. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings attributed to such terms in the Mortgage.

4. All exhibits, schedules, or other items attached hereto are incorporated herein by such attachment for all purposes.

5. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

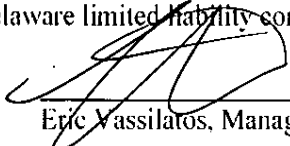
(Remainder of page intentionally left blank. Signature pages attached.)

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Amendment to be duly executed and delivered as of the day and year first written above.

**MORTGAGOR:**

DB MIM I, LLC,  
a Delaware limited liability company

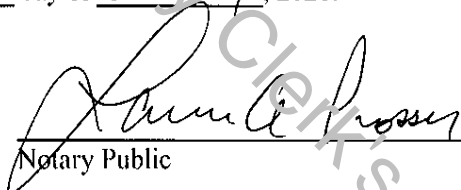
By:   
Eric Vassilatos, Manager

**ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

I, LAWRENCE PROSSER, a notary public in and for said County, in the State aforesaid, do hereby certify that Eric Vassilatos, the Manager of DB MIM I, LLC, a Delaware limited liability company, 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, sealed and delivered the said instrument in his capacity as Manager of such limited liability company as his free and voluntary act, and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of July, 2021.

  
Notary Public

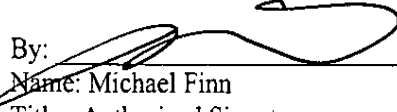
My Commission expires: 2021  
LAWRENCE A PROSSER  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Sep 29, 2024

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**MORTGAGEE:**

Metropolitan Life Insurance Company,  
a New York corporation

By: MetLife Investment Management, LLC,  
its investment manager

By:   
Name: Michael Finn  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

State of New Jersey )  
  )  
County of Morris     )

I, Nicole C. Ciamei, a notary public in and for said County, in the State aforesaid, do hereby certify that Michael Finn, the Authorized Signatory of MetLife Investment Management, LLC, the investment manager of Metropolitan Life Insurance Company, a New York corporation, 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 she/he signed, sealed and delivered the said instrument in her/his capacity as Authorized Signatory as her/his free and voluntary act, and as the free and voluntary act of such Mortgagee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26 day of January, 2021.

  
\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_, 20\_\_\_\_

**NICOLE C. CIAMEI**  
**NOTARY PUBLIC OF NEW JERSEY**  
**ID # 50032574**  
**My Commission Expires 2/17/2021**

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## Legal Description

COOK COUNTY  
RECORDER OF DEEDS

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RECORDER OF DEEDS

Property of Cook County Clerk's Office

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## SCHEDULE 1

Property List

(Attached hereto)

h0000743	2246 S St Louis Avenue	Evergreen Park	IL	60805	IL - Cook County
h0000821	8748 S California Avenue	Evergreen Park	IL	60805	IL - Cook County
h0000306	800 Central Park Avenue	Flossmoor	IL	60422	IL - Cook County
h0000820	2919 Willow Street	Franklin Park	IL	60131	IL - Cook County
h0000196	425 N Kennedy Court	Glenwood	IL	60425	IL - Cook County
h0000569	633 N Cherry Drive	Glenwood	IL	60425	IL - Cook County
h0000646	422 E Maple Drive	Glenwood	IL	60425	IL - Cook County
h0000717	113 S Oak Lane	Glenwood	IL	60425	IL - Cook County
h0000738	6 N Campbell Avenue	Glenwood	IL	60425	IL - Cook County
h0000843	301 S Dante Avenue	Glenwood	IL	60425	IL - Cook County

Schedule 1

Security Instrument

(Cook County, Illinois)

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## EXHIBITS A-1 THROUGH A-10

Legal Descriptions

(Attached hereto)

The land referred to herein is situated in the State of Illinois, County of Cook, and described as follows:

### EXHIBIT A-1

LOT 2 IN ZACHARY RESUBDIVISION OF LOTS 19, 20, 21 AND 22 IN BLOCK 10 IN JACOBS RESUBDIVISION OF BLOCKS 1 TO 16 INCLUSIVE AND 21 TO 28 INCLUSIVE IN B.F. JACOBS EVERGREEN PARK SUBDNISION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

9246 S. ST. LOUIS AVENUE, EVERGREEN PARK, IL 60805  
Tax Id Number: 24-02-409-051-0000

### EXHIBIT A-2

Lot 5 in Second Addition to Gawley's North Evergreen Subdivision being a Subdivision of Lots 4 and 5 in Taylor's Subdivision of the East 1/2 of the East 1/2 of the Northeast 1/4 of Northwest 1/4 of Section 1, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

8748 S California Avenue, Evergreen Park, IL 60805  
Tax Id Number: 24-01-108-056-0000

### EXHIBIT A-3

LOT 13 IN BLOCK 5 IN FIRST ADDITION TO FLOSSMOOR HILLS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT RECORDED MAY 28, 1959 AS DOCUMENT NO. 17552493, IN COOK COUNTY, ILLINOIS.

800 CENTRAL PARK AVENUE, FLOSSMOOR, IL 60422  
Tax Id Number: 31-02-321-013-0000

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## EXHIBIT A-4

Lot 59 in Loeb's River Park Subdivision a Subdivision of the Northwest 1/4 and the South 1/2 of Block 16 and the West 250 feet of Blocks 24 to 27 in River Park a Subdivision of Section 27, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

2919 Willow Street, Franklin Park, IL 60131  
Tax Id Number: 12-27-215-011-0000

## EXHIBIT A-5

LOT 429 IN GLENWOOD MANOR UNIT NO. 6, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

425 N. KENNETH COURT, GLENWOOD, IL 60425  
Tax Id Number: 32-04-114-019-0000

## EXHIBIT A-6

LOT 567 IN GLENWOOD MANOR UNIT 9, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 TOWNSHIP 35 AND PART OF THE SOUTH 1039.40 FEET OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

633 N. CHERRY DRIVE, GLENWOOD, IL 60425  
Tax Id Number: 29-33-306-001-0000

## EXHIBIT A-7

LOT 220 IN THE FOURTH ADDITION TO GLENWOOD GARDENS, A SUBDIVISION OF PART OF THE NORTH Y1 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

422 E. MAPLE DRIVE, GLENWOOD, IL 60425  
Tax Id Number: 32-03-411-034-0000

## EXHIBIT A-8

LOT 645 IN EIGHTH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF THE WEST Y2 OF THE SOUTHEAST 1/4 OF SECTION 3 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, ALL IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

113 S. OAK LANE, GLENWOOD, IL 60425  
Tax Id Number: 32-03-322-027-0000



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## EXHIBIT A-9

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 11 IN BLOCK 4 IN SWEET'S THIRD ADDITION TO GLENWOOD, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 572 FEET THEREOF, AND WEST OF THE WEST RIGHT OF WAY LINE OF THE CHICAGO AND EASTERN RR COMPANY, AS LOCATED THROUGH SAID SECTION 3.

6 N. CAMPBELL AVENUE, GLENWOOD, IL 60425

Tax Id Number: 32-03-309-021-0000

## EXHIBIT A-10

LOT 358 IN BROOKWOOD POINT NO. 5, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

301 S. DANTE AVENUE, GLENWOOD, IL 60425

Tax Id Number: 32-11-208-003-0000