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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/30/2021 09:47 AM PG: 1 OF 9

FIRST AMENDMENT TO MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT (ILLINOIS)

Prepared By and After Recording Mail To:

Mike Decina
Kantor Taylor
1200 Fifth Avenue, Suite 1910
Seattle, WA 98101

Property of Cook County Clerk's Office

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Chicago Title

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Orchard Hills Apartments
Cook County, Illinois
FHA Project No.: 071-11459

FIRST AMENDMENT TO MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT (ILLINOIS)

THIS FIRST AMENDMENT TO MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT (ILLINOIS) (this "First Amendment" dated as of the 1st day of June, 2021, is made by and between **Orchard Hills Apartments, LLC**, a limited liability company organized and existing under the laws of Illinois, whose principal place of business is 1965 Colonial Street, Aurora, IL 60503 (the "Borrower"), and **Dwight Capital LLC**, a Delaware limited liability company, formerly Dwight Capital LLC, a New York, limited liability company, having its place of business at 787 Eleventh Avenue, 10th Floor, New York, NY 10019 (the "Lender").

WITNESSETH:

WHEREAS, the Borrower is the owner of certain real property located in the Cook County, State of Illinois, on which is constructed a certain apartment project known as "Orchard Hills Apartments," FHA Project No. 071-11459 (the "Project"); and

WHEREAS, the Borrower previously executed that certain Note (Multistate) dated October 1, 2019, in the original principal amount of Seven Million One Hundred Thousand and 00/100 Dollars (\$7,100,000.00), incorporating Rider 1, payable to the Lender and maturing on November 1, 2054 (the "Note"); and

WHEREAS, the Note is secured by that certain Multifamily Mortgage, Assignment of Leases and Rents, and Security Agreement (Illinois), dated as of October 1, 2019, and recorded on October 23, 2019, as Document No. 1929606074, in the Office of the Recorder of Cook County, Illinois (the "Mortgage"), covering certain real property and improvements thereon in Cook County, Illinois, as described in said Mortgage and more particularly described in Exhibit A attached hereto: and

WHEREAS, the Note and indebtedness evidenced thereby (the "Loan") were originally insured by the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner ("HUD" or the "Commissioner" as the context may require) under Section 207 pursuant to Section 223(f) of the National Housing Act, as amended, which contract of insurance (the "Contract of Insurance") is evidenced by the initial endorsement of the Note by an Authorized Agent of HUD on October 24, 2019; and

WHEREAS, Borrower and Lender are amending the Note to reference a reduction in the interest rate on the current outstanding principal balance of Six Million Nine Hundred Twenty-Two Thousand Four Hundred Twenty-Three and 68/100 Dollars (\$6,922,423.68) of the Loan; and

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WHEREAS, Borrower and Lender desire to amend the Mortgage to reflect the reduction in the interest rate on the outstanding principal sum of the Loan.

NOW, THEREFORE, for and in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulations hereinafter set forth, the parties for themselves and for their respective successors and assigns, do hereby agree and covenant as follows:

1. The foregoing recitals are hereby incorporated by reference as if set forth fully herein. All capitalized terms not otherwise defined in this First Amendment shall have the same meanings ascribed in the Mortgage.

2. The interest rate set forth in Section 51 of the Addendum of the Mortgage is reduced from Three and Five Tenths per centum (3.50%) per annum to Three and Thirty-Five per centum (3.35%) per annum, effective as of July 1, 2021.

3. Nothing in this First Amendment shall waive, compromise, impair or prejudice any right HUD or Lender may have to seek judicial recourse for any breach of the HUD Regulatory Agreement that may have occurred prior to or that may occur subsequent to the date of this First Amendment. In the event that HUD or Lender initiates an action for breach of the HUD Regulatory Agreement and recovers funds, either on behalf of HUD or on Lender's behalf, or on behalf of the Project or the Borrower, those funds may be applied, at the discretion of HUD, to payment of the delinquent amounts due under the Note and Mortgage as modified by the First Amendment or as a partial payment of the Loan.

4. Nothing herein contained shall in any way impair the Note, as amended by the Rider 2 to Note, or the security now held for the indebtedness evidenced by the Note, as amended by the Rider 2 to Note, or alter, waive, annul, vary or affect any provision, covenant or condition of the Mortgage, except as specifically modified and amended herein, nor affect or impair any rights, powers or remedies of the beneficiary under the Note, as amended by the Rider 2 to Note, the Mortgage, as amended by this First Amendment, nor create a novation or new agreement by and between the parties thereto, it being the intent of the parties to this First Amendment that all of the terms, covenants, conditions and agreements of the Note, as amended by the Rider 2 to Note, the Mortgage, as amended by this First Amendment, are expressly approved, ratified and confirmed, shall continue and remain in full force and effect except as modified hereby and that the lien of the Mortgage and the priority thereof shall be unchanged.

5. Borrower hereby acknowledges and affirms to Lender that as of the effective date of this First Amendment, there are no counter-claims, defenses or set-offs, whether legal or equitable, to Borrower's obligations under either the Mortgage or the Note as so amended, and Borrower hereby waives the right to assert or raise any such counter-claims, defenses or set-offs which Borrower may have had with respect to any suit, proceeding or foreclosure action under the Mortgage that the Lender, or any of its predecessors in interest in and to the Loan, may or could have brought against Borrower prior to the effective date of this First Amendment.

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6. Notwithstanding anything herein contained, if any one or more of the provisions of this First Amendment shall for any reason whatsoever be held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision of this First Amendment, but this First Amendment shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

7. The Mortgage, as amended by this First Amendment, may not be further modified except by an instrument in writing executed by each of the parties hereto and with prior written approval from the Commissioner.

8. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. This First Amendment may be executed in any number of counterparts and all counterparts shall be construed together and shall constitute but one agreement.

10. Borrower and Lender acknowledge and agree that the terms of this First Amendment are subject to the approval of the Commissioner, which approval shall be evidenced by the written consent of the Commissioner affixed to Rider 2 to Note. The Borrower and Lender further acknowledge and agree that the terms of this First Amendment and the transaction evidenced by this First Amendment shall not be deemed effective unless and until the Commissioner executes the consent as aforesaid.

[SIGNATURES APPEAR ON SUCCEEDING PAGES]

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IN WITNESS WHEREOF, the Borrower and the Lender have caused this First Amendment to be executed as of the day and year first above written.

BORROWER:

ORCHARD HILLS APARTMENTS, LLC,
an Illinois limited liability company

By: 1900 Elm Court, Inc.,
an Illinois corporation,
its Manager

By: *Roger Dorio*
Roger Dorio, President

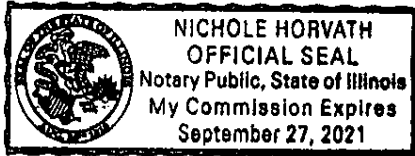
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ACKNOWLEDGMENT

State of Illinois)
County of COOK) ss.

This instrument was acknowledged before me on June 16, 2021, by Roger Dorio as President of 1900 Elm Court, Inc., an Illinois corporation, the Manager of Orchard Hills Apartments, LLC, an Illinois limited liability company

(seal)



Nichole Horvath
signature of notary public

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

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[HUD ACKNOWLEDGEMENT OF FIRST AMENDMENT TO
MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
AND SECURITY AGREEMENT (ILLINOIS)]

**U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

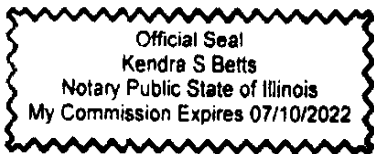
By: Debbie Gray
Name: Debbie Gray
Authorized Agent

State of Illinois)
County of Cook) ss.

This instrument was acknowledged before me on 6/25, 2021, by
Debbie Gray as authorized agent of
the U.S. Department of Housing and Urban Development.

(seal)

Kendra S. Betts
signature of notary public



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EXHIBIT A

Parcel 1: That part of the South $\frac{1}{2}$ of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian described as commencing at a point on the Quarter Section Line of said South $\frac{1}{2}$ of said Section 36, which is 1254.0 feet South of the center line of said Section 36; thence continuing South on said Quarter Section Line 501.44 feet; thence South 89 degrees 49 minutes 30 seconds West 80.0 feet; thence South 0 degrees 11 minutes 30 seconds East 10.0 feet to a Point of Beginning; thence continuing South 0 degrees 11 minutes 30 seconds East 67.0 feet; thence South 89 degrees 49 minutes 30 seconds West 83.67 feet; thence North 0 degrees 11 minutes 30 seconds West 67.0 feet; thence North 89 degrees 49 minutes 30 seconds East 83.67 feet to the Point of Beginning in Cook County, Illinois.

Parcel 2: That part of the South $\frac{1}{2}$ of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian, described as commencing at a point on the Quarter Section Line of said South $\frac{1}{2}$ of said Section 36, which is 1254.0 feet South of the center line of said Section 36; thence continuing South on said Quarter Section Line 351.44 feet to a Point of Beginning; thence East 16.67 feet; thence South 70.0 feet; thence West 138.67 feet; thence North 70.0 feet, thence East 122.0 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 3: That part of the South $\frac{1}{2}$ of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian described as commencing at a point on the Quarter Section Line of said South $\frac{1}{2}$ of said Section 36, which is 1254.0 feet South of the center line of said Section 36; thence continuing South on said Quarter Section Line 241.88 feet; thence West 55.0 feet for a Point of Beginning; thence South 83.67 feet; thence West 62.0 feet; thence North 83.67 feet; thence East 62.0 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 4: That part of the South $\frac{1}{2}$ of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian described as commencing at a point on the Quarter Section Line of said South $\frac{1}{2}$ of said Section 36, which is 1254.0 feet South of the center line of said Section 36; thence continuing South on said Quarter Section Line 146.0 feet for a Point of Beginning; thence East 16.67 feet; thence South 70.0 feet; thence West 138.67 feet; thence North 70.0 feet; thence East 122.0 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 5: That part of the South $\frac{1}{2}$ of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian described as commencing at a point on the Quarter Section Line of said South $\frac{1}{2}$ of said Section 36, which is 1254.0 feet South of the center line of said Section 36; thence continuing South on said Quarter Section Line 287.77 feet; thence East 36.70 feet for a Point of Beginning, thence East 70.0 feet; thence South 138.67 feet; thence West 70.0 feet; thence North 138.67 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 6: That part of the South $\frac{1}{2}$ of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian described as commencing at a point on the Quarter Section Line of said South $\frac{1}{2}$ of said Section 36, which is 1254.0 feet South of the center line of said Section 36; thence continuing South on said Quarter Section Line 141.0 feet; thence East 36.70 feet for a Point of Beginning; thence East 70.00 feet; thence South 138.67 feet; thence West 70.0 feet, thence North 138.67 feet to the Point of Beginning, all in Cook County Illinois.

Parcel 7: that part of the West 121.8 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and of the East 201.9 feet of the Southwest $\frac{1}{4}$ of Section 36, Township 41 North, Range 9 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the East boundary line of said Southwest $\frac{1}{4}$ of said Section 36 which is 1254.0 feet South of the

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Northeast corner of the Southwest $\frac{1}{4}$ of said Section 36 and 66.0 feet North of the Northwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36; thence South on said East boundary line of said Southwest $\frac{1}{4}$ of said Section 36; 66.0 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36; thence East along the North line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36, 121.80 feet; thence South along a line parallel to the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section, 437.0 feet to a point on said line which is 490.57 feet North of the center line of the highway known as the Chicago and Elgin Road also Lake Street; thence West at right angles to the last described line a distance of 201.80 feet; thence South at right angles to the last described line a distance of 104.71 feet; thence West at right angles to the last described line a distance of 90.87 feet; thence South at right angles to the last described line a distance of 216.74 feet to the center of Lake Street aforesaid; thence North 60 degrees 04 minutes West along the center of Lake Street, 34.62 feet; thence North on a line parallel with the East boundary line of said Southwest $\frac{1}{4}$ of said Section 36, a distance of 807.18 feet; thence East 201.9 feet to the Point of Beginning, excepting the six previously described parcels, except that part falling within Lake Street and except that part conveyed to the Village of Hanover Park by instrument recorded as Document 0030148146 and described as: that part of the West 121.8 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the East 201.9 feet of the Southwest $\frac{1}{4}$ of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian, bounded and described as follows: commencing at a point on the East line of the Southwest $\frac{1}{4}$ of said Section 36 with the Northerly right of way line of Lake Street; thence North 60 degrees 04 minutes West along the Northerly line of Lake Street a distance of 232.75 feet to the Point of Beginning; thence North 00 degrees 27 minutes 30 seconds West on a line parallel with the line of the Southwest $\frac{1}{4}$ of said Section 36, a distance of 164.71 feet; thence North 89 degrees 53 minutes 47 seconds East a distance of 31.35 feet; thence South a distance of 182.17 feet to the Northerly right of way line of Lake Street; thence North 60 degrees 04 minutes West along the Northerly right of way line of Lake Street, a distance of 34.62 feet to the Point of Beginning, all in Cook County Illinois.

Parcel 8: appurtenant easement for storm sewers and sanitary sewers as set forth in Document No. LR 2631998 and LR 2675303.

Address: 1900 – 1930 Elm Court, Hanover Park, IL 60133

Tax Parcel Nos.: 06-36-307-018-0000
 06-36-307-019-0000
 06-36-307-020-0000
 06-36-307-021-0000
 06-36-307-022-0000
 06-36-307-026-0000
 06-36-307-029-0000