

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
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This Document Prepared by  
and after Recording Return to:

Hinshaw & Culbertson LLP  
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Chicago, Illinois 60606  
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Address of Property:  
5130 S. Kenwood Ave.  
Chicago, IL 60615

Tax Key Number:  
20-11-401-010-0000

8984511-(174) ms

## FIRST LOAN MODIFICATION AGREEMENT

This First Loan Modification Agreement ("First Modification") made as of August 2, 2021 ("Effective Date"), by and among CMFG LIFE INSURANCE COMPANY, an Iowa corporation ("Lender"), and 855 HINMAN, LLC, an Illinois limited liability company, SCHOLARS CORNER, LLC, an Illinois limited liability company, 661 SHERIDAN, LLC, an Illinois limited liability company, 434 WELLINGTON, LLC, an Illinois limited liability company, and 2SISTERS, LLC, an Illinois limited liability company (collectively, "Borrower").

## RECITALS

A. Lender is the legal owner and holder of the Promissory Note dated June 1, 2017 ("Original Note"), executed and delivered by Borrower in favor of Lender in the original principal amount of Twenty-Nine Million and 00/100 Dollars (\$29,000,000.00) ("Principal Amount").

B. Original Note is secured by Mortgage and Security Agreement and Fixture Financing Statement of even date with Note, executed by Borrower, conveying the land and improvements legally described on Exhibit "A-1", Exhibit "A-2", Exhibit "A-3", Exhibit "A-4" and Exhibit "A-5" attached hereto and made a part hereof ("Land and Improvements"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 1716304037 ("Mortgage") and other documents ("Other Loan Documents") executed by Borrower to evidence and secure the indebtedness evidenced by Note ("Indebtedness"). (Mortgage and Other Loan Documents are collectively referred to as "Security Documents" and Land, Improvements and all other interests conveyed in Security Documents are collectively referred to as the "Property").

C. As of the date of this First Modification, the Indebtedness matures and is due and payable on June 1, 2022 ("Original Maturity Date").

D. Borrower has requested that the Original Maturity Date be extended and Lender has agreed to do so, and to modify certain other terms and provisions of Original Note and Security

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Documents (collectively “Existing Loan Papers”) (the Existing Loan Papers, together with this First Modification and the “Additional First Modification Documents” (as hereinafter defined) are collectively referred to as the “Loan Documents”) all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the payments made and to be made by Borrower, as hereinafter provided, and the performance of the terms, covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. WARRANTIES AND REPRESENTATIONS. Borrower represents and warrants as follows (collectively “Warranties and Representations”):

(a) The execution and delivery of this First Modification and all other documents executed and delivered in connection with this First Modification (collectively “Additional First Modification Documents”) were duly authorized;

(b) Existing Loan Papers, as modified by First Modification, and Additional First Modification Documents, and each of the covenants, conditions and agreements contained therein are in full force and effect, are the valid and legally binding obligations of Borrower and are free from all legal and equitable defenses, offsets and counterclaims;

(c) No part of Property is in receivership nor is any application for receivership pending and no petition in bankruptcy has been filed by or against Borrower nor is there any litigation existent which affects Property;

(d) There are no agreements, state of facts or circumstances presently existing and known to Borrower which, with or without the service of notice, passage of time, or both, would grant to Borrower the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant to Existing Loan Papers, First Modification or Additional First Modification Documents;

(e) All statements and representations contained in all documentation provided to Lender and all other representations or statements made by or on behalf of Borrower to Lender in connection with the extension of First Extended Maturity Date, as defined below, are true and complete and do not omit any fact or information material to Lender’s decision to extend the Original Maturity Date or material to Borrower’s compliance with the conditions of such extension;

(f) Borrower is not insolvent and will not be rendered insolvent by the execution of First Modification or Additional First Modification Documents;

(g) No person, firm or corporation has or claims any interest in Land and Improvements which does not appear in Policy for Title Insurance, Policy Number 1401-008984511-D2 dated June 12, 2017, issued by Chicago Title Insurance Company (“Title Policy”), nor is there any unrecorded deed, deed of trust, mortgage or other conveyance or any undelivered bill of sale, assignment, option, right of first refusal or instrument of transfer relating to Land and Improvements; and

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(h) To Borrower's actual knowledge, there are no agreements, state of facts or circumstances presently existing which, with or without the service of notice, passage of time, or both, would grant to Borrower the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant hereto and the Existing Loan Papers.

Any inaccuracies in Representations and Warranties shall be an event of default pursuant to Existing Loan Papers, thereby entitling Lender to exercise its right to accelerate the payment of Indebtedness and exercise any and all other rights available to Lender in accordance with and pursuant to Existing Loan Papers or at law or in equity.

2. ACKNOWLEDGMENT OF THE PRESENT BALANCE OF THE PRINCIPAL AMOUNT OF LOAN; THE NEW PRINCIPAL BALANCE AND THE DISBURSEMENT OF THE ADDITIONAL ADVANCE. As of June 1, 2021, after application of the payment of principal and interest due June 1, 2021, the present balance of the Principal Amount is Twenty-Six Million, Five Hundred Forty-Seven Thousand Seventy Four and 35/100 Dollars (\$26,547,074.36). The new principal balance shall be Twenty-Nine Million and 00/100 Dollars (\$29,000,000.00) and Lender shall disburse to Borrower the difference between the existing and new principal balances (the "Additional Advance"), which amount is Two Million Four Hundred Fifty-Two Thousand Nine Hundred Twenty-Five and 65/100 Dollars (\$2,452,925.65).

On the date the Additional Advance is disbursed, Borrower shall pay to Lender all interest which will accrue through August 31, 2021. Prior to the date the Additional Advance is disbursed, the interest which accrues shall be that rate specified in the Original Note and not at the modified interest rate specified in the Amended and Restated Note. From and after the date the Additional Advance is disbursed, interest shall accrue at the rate provided in the Amended and Restated Note.

3. EXTENSION OF MATURITY DATE. Indebtedness, if not sooner paid, shall be due and payable on September 1, 2026 ("First Extended Maturity Date").

4. INSURANCE. Section 3.1(a) of the Mortgage is amended by changing "\$25,000.00" to "\$50,000.00."

5. RELEASE. As additional consideration of the extension of Original Maturity Date to First Extended Maturity Date, as herein provided, Borrower hereby releases and forever discharges Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, assigns and all persons, firms, and corporations acting in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Borrower may now have or claim to have against Lender as of the Effective Date and whether presently known or unknown and of every nature and extent whatsoever on account of or in any way concerning, arising out of or founded upon the Existing Loan Papers, First Modification or Additional First Modification Documents, including, but not limited to, all loss or damage of any kind heretofore sustained or which may arise as a consequence of the transactions between Borrower and Lender to and including the Effective Date, and this release and covenant by Borrower and Lender is contractual and not a mere recital.

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6. FAILURE OR DELAY. No failure by Lender to exercise, or delay by Lender in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in Existing Loan Papers, as modified by this First Modification, and Additional First Modification Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. No notice to or demand upon Borrower, in any instance, shall, in itself, entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstance without notice or demand.

7. EFFECTIVENESS. This First Modification shall be effective as of Effective Date.

8. CONSTRUCTION. This First Modification shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that both Borrower and Lender have contributed substantially and materially to the preparation of this First Modification, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the others in entering into this First Modification.

This First Modification shall universally modify Existing Loan Papers and shall be construed in conjunction with Existing Loan Papers. All terms used herein shall have the meanings ascribed in Existing Loan Papers unless otherwise defined herein.

9. ENTIRE AGREEMENT. Borrower and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this First Modification, Additional First Modification Documents, or in Existing Loan Papers, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender and, except to the extent modified herein, and in Additional First Modification Documents, the provisions of Existing Loan Papers are hereby ratified and confirmed.

10. EXECUTION IN COUNTERPARTS. This First Modification may be executed in one or more counterparts, all of which, when taken together, shall constitute one original First Modification.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**


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IN WITNESS WHEREOF, Lender and Borrower have caused this First Modification to be signed by their respective duly authorized signatories and have executed this First Modification on the day and year first above written.

LENDER:

**CMFG LIFE INSURANCE COMPANY**, an Iowa corporation, formerly known as CUNA Mutual Insurance Society, an Iowa corporation

By: MEMBERS Capital Advisors, Inc.

By:  \_\_\_\_\_  
Name: Peter Payleitner  
Title: Director

BORROWER:

**855 HINMAN, LLC**, an Illinois limited liability company

By: TLC Management Co., an Illinois corporation, its Manager

By: \_\_\_\_\_  
Name: Stuart Handler  
Title: Chief Executive Officer

**SCHOLARS CORNER, LLC**, an Illinois limited liability company

By: TLC Management Co., an Illinois corporation, its Manager

By: \_\_\_\_\_  
Name: Stuart Handler  
Title: Chief Executive Officer

**661 SHERIDAN, LLC**, an Illinois limited liability company

By: TLC Management Co., an Illinois corporation, its Manager

By: \_\_\_\_\_  
Name: Stuart Handler  
Title: Chief Executive Officer

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## ACKNOWLEDGMENT

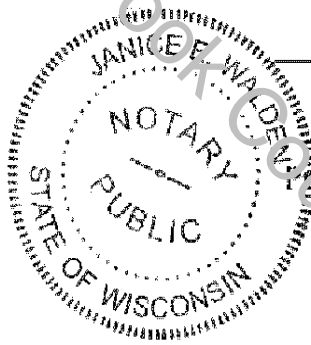
STATE OF WISCONSIN }  
 } ss.  
 COUNTY OF DANE }

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Peter Payleitner, the Director of MEMBERS Capital Advisors, Inc., executing this document on behalf of CMFG Life Insurance Company, an Iowa corporation, formerly known as CUNA Mutual Insurance Society, an Iowa corporation ("Lender"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Lender, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 2nd day of July, 2021.

Commission Expires:

7/15/2025



Janice E. Walden  
 Notary Signature

Print Name: Janice E. Walden

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IN WITNESS WHEREOF, Lender and Borrower have caused this First Modification to be signed by their respective duly authorized signatories and have executed this First Modification on the day and year first above written.

LENDER:

**CMFG LIFE INSURANCE COMPANY**, an Iowa corporation, formerly known as CUNA Mutual Insurance Society, an Iowa corporation

By: MEMBERS Capital Advisors, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

BORROWER:

**855 HINMAN, LLC**, an Illinois limited liability company

By: TLC Management Co., an Illinois corporation, its Manager

By:   
Name: Stuart Handler  
Title: Chief Executive Officer

**SCHOLARS CORNER, LLC**, an Illinois limited liability company

By: TLC Management Co., an Illinois corporation, its Manager

By:   
Name: Stuart Handler  
Title: Chief Executive Officer

**661 SHERIDAN, LLC**, an Illinois limited liability company

By: TLC Management Co., an Illinois corporation, its Manager

By:   
Name: Stuart Handler  
Title: Chief Executive Officer

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*[Signatures Continued]*

**434 WELLINGTON, LLC**, an Illinois limited liability company

By: TLC Management Co., an Illinois corporation, its Manager

By: 

Name: Stuart Handler  
Title: Chief Executive Officer

**2SISTERS, LLC**, an Illinois limited liability company

By: TLC Management Co., an Illinois corporation, its Manager

By: 

Name: Stuart Handler  
Title: Chief Executive Officer

Property of Cook County Clerk's Office



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## ACKNOWLEDGMENT

STATE OF ILLINOIS }  
 } ss.  
 COUNTY OF COOK }

The undersigned a notary public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that Stuart Handler, the Chief Executive Officer of TLC Management Co., an Illinois corporation, the Manager of 855 HINMAN, LLC, an Illinois 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/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and the free and voluntary act of the aforementioned entity for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27<sup>th</sup> day of July, 2021.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Signature

Commission Expires:

1/8/2022

Print Name: Cheryl Regan



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## ACKNOWLEDGMENT

STATE OF ILLINOIS }  
 } ss.  
 COUNTY OF COOK }

The undersigned a notary public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that Stuart Handler, the Chief Executive Officer of TLC Management Co., an Illinois corporation, the Manager of SCHOLARS CORNER, LLC, an Illinois 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/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and the free and voluntary act of the aforementioned entity for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27 day of July, 2021.

Commission Expires:

1/8/2022

*Cheryl Regan*  
 Notary Signature

Print Name: Cheryl Regan



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## ACKNOWLEDGMENT

STATE OF ILLINOIS }  
 } ss.  
 COUNTY OF COOK }

The undersigned a notary public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that Stuart Handler, the Chief Executive Officer of TLC Management Co., an Illinois corporation, the Manager of 661 SHERIDAN, LLC, an Illinois 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/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and the free and voluntary act of the aforementioned entity for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27<sup>th</sup> day of July, 2021.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Signature

Commission Expires:

1/8/2022

Print Name: Cheryl Regan



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## ACKNOWLEDGMENT

STATE OF ILLINOIS }  
 } ss.  
 COUNTY OF COOK }

The undersigned a notary public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that Stuart Handler, the Chief Executive Officer of TLC Management Co., an Illinois corporation, the Manager of 434 WELLINGTON, LLC, an Illinois 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/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and the free and voluntary act of the aforementioned entity for the uses and purposes therein set forth.

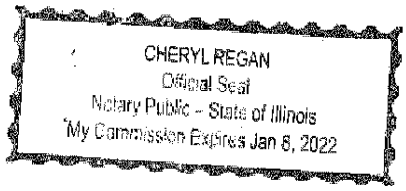
GIVEN under my hand and official seal, this 27<sup>th</sup> day of July 2021.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Signature

Commission Expires:

1/8/2022

Print Name: Cheryl Regan



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## ACKNOWLEDGMENT

STATE OF ILLINOIS }  
 } ss.  
 COUNTY OF COOK }

The undersigned a notary public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that Stuart Handler, the Chief Executive Officer of TLC Management Co., an Illinois corporation, the Manager of 2SISTERS, LLC, an Illinois 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/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and the free and voluntary act of the aforementioned entity for the uses and purposes therein set forth.

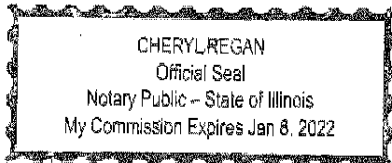
GIVEN under my hand and official seal, this 27<sup>th</sup> day of July, 2021.

*[Handwritten Signature]*  
 Notary Signature

Commission Expires:

1/8/2022

Print Name: Cheryl Regan

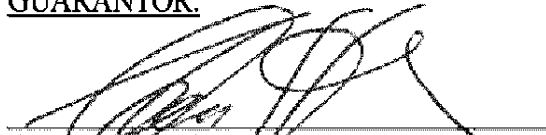


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## CONSENT

The undersigned, parties to that certain Guaranty dated June 1, 2017, and that certain Environmental Indemnity Agreement dated June 1, 2017, both for the benefit of Lender, hereby (i) acknowledge and consent to the terms of the foregoing First Modification to which this Consent is attached, (ii) agree that the Guaranty shall be amended to include the liability of Borrower as modified by the First Modification, and (iii) acknowledge and affirm all of the terms of the Guaranty (as modified by the First Modification), the Amended and Restated Guaranty of even date herewith executed by the undersigned and the Environmental Indemnity Agreement.


GUARANTOR:

  
STUART HANDLER

GUARANTOR:

STUART HANDLER REAL ESTATE  
COMPANY, LLC


By: TLC Management Co., an Illinois  
corporation, its Manager

By:   
Name: Stuart Handler  
Title: Chief Executive Officer

GUARANTOR:

HANDLER-WELLS JOINT VENTURE, LLC

By: TLC Management Co., an Illinois  
corporation, its Manager

By:   
Name: Stuart Handler  
Title: Chief Executive Officer





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## ACKNOWLEDGMENT

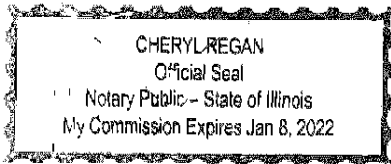
STATE OF ILLINOIS }  
 } ss.  
 COUNTY OF COOK }

The undersigned a notary public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that Stuart Handler, the Chief Executive Officer of TLC Management Co., an Illinois corporation, the Manager of HANDLER-WELLS JOINT VENTURE, LLC, 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 they signed, sealed and delivered the said instrument as its free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27<sup>th</sup> day of July, 2021.

*Cheryl Regan*  
 Notary Signature

Commission Expires: 1/8/2022 Print Name: Cheryl Regan



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**EXHIBIT "A-5"**  
**2SISTERS, LLC (2SISTERS PARCEL)**  
**LEGAL DESCRIPTION**

PARCEL 1:

LOT 7 IN BLOCK 11 IN CORNELL HUBBARD AND GOODMAN'S SUBDIVISION OF BLOCKS 11 AND 12 IN KIMBARK'S ADDITION TO HYDE PARK IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5125 S. KIMBARK AVE., CHICAGO, IL 60615 (3 STORY BRICK BUILDING)

PIN: 20-11-401-026-0000

PARCEL 2:

THE NORTH 6 FEET OF LOT 12 AND ALL OF LOT 13 IN BLOCK 11 OF CORNELL HUBBARD AND GOODMAN'S SUBDIVISION OF BLOCKS 11 AND 12 IN KIMBARK'S ADDITION TO HYDE PARK IN THE WEST HALF OF THE SOUTHEAST QUARTER IN SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5130 S. KENWOOD AVE., CHICAGO, IL 60615 (3 STORY BRICK BUILDING)

PIN: 20-11-401-010-0000

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## EXHIBIT A

### LEGAL DESCRIPTION

#### EXHIBIT "A-1"

#### 855 HINMAN, LLC (MAIN STATION PARCEL)

### LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN BLOCK 10 IN THE RESUBDIVISION OF THE WEST HALF OF BLOCK 10 AND OF THE EAST HALF OF BLOCK 11 IN WHITE'S ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1873, IN BOOK 6 OF PLATS PAGE 64, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 855 HINMAN AVE., EVANSTON, IL 60202  
(8 STORY BRICK BUILDING WITH PARKING AND PARKING LOT)

PINS: 11-19-402-001-0000, 11-19-402-002-0000 AND 11-19-402-003-0000

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## EXHIBIT "A-4"

### 434 WELLINGTON, LLC (PARK WELLINGTON PARCEL) LEGAL DESCRIPTION

LOT 67 IN CULVER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE SOUTH 20 RODS OF THE NORTH 60 RODS, ALSO THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 434 W. WELLINGTON AVE. CHICAGO, IL 60657  
(7-8 STORY BRICK BUILDING)

PIN: 14-28-109-010-0000

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## EXHIBIT "A-2"

### SCHOLARS CORNER, LLC (SCHOLARS CORNER PARCEL) LEGAL DESCRIPTION

LOTS 1 AND 2 IN RICHARD J. MULVEY'S SUBDIVISION OF LOTS 1 TO 4, BOTH INCLUSIVE AND THE NORTH 1/2 OF LOT 5 IN BLOCK 17 IN HYDE PARK, BEING A SUBDIVISION IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5100 S. CORNELL AVE., CHICAGO, IL 60615 (13 STORY BRICK BUILDING)

PIN: 20-12-107-001-0000

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**EXHIBIT "A-3"**  
**661 SHERIDAN, LLC (THE ANNABELLE PARCEL)**  
**LEGAL DESCRIPTION**

LOT 8 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1889 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 1150819, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 661 W. SHERIDAN ROAD, CHICAGO, IL 60613  
(7-8, 6-8 AND 6 STORY BUILDING)

PIN: 14-21-103-002-0000

Property of Cook County Clerk's Office