

# UNOFFICIAL COPY

Doc#: 2130007330 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/27/2021 08:15 AM Pg: 1 of 5

**THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:**

BOODELL & DOMANSKIS, LLC  
1 North Franklin Street  
Suite 1200  
Chicago, Illinois 60606  
Attn: Eric M. Roberson

*This space reserved for Recorder's use only*

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

THIS MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Agreement") is made as of May 24th, 2021 by ALGONQUIN VENTURE REAL ESTATE, LLC, an Illinois limited liability company, having an address of 1420 Techny Road, Northbrook, Illinois 60062 ("Mortgagor") to and for the benefit of HEARTLAND BANK AND TRUST COMPANY, an Illinois banking corporation, its successors and assigns, having an address of 4456 Wolf Road, Western Springs, Illinois 60558 ("Lender").

### **RECITALS:**

A. Mortgagor executed and delivered to Lender (i) that certain Mortgage dated July 31, 2018, and recorded with the Cook County Recorder's Office (the "Recorder's Office") on August 6, 2018, as Document Number 1821818080 (the "Mortgage") with respect to the property described on Exhibit A attached hereto and made a part hereof; and (ii) that certain Assignment of Rents dated July 31, 2018, and recorded August 6, 2018, as Document Number 1821318081 (the "Assignment").

B. Mortgagor delivered the Mortgage and the Assignment as security for a certain loan made to Mortgagor in the original principal amount of \$18,000,000.00 evidenced initially by a Mortgage Note dated as of July 31, 2018 (the "Original Note").

C. Mortgagor is a party to a Loan Agreement Modification of even date herewith ("Loan Agreement") and that certain Amended and Restated Mortgage Note of even date herewith in the face principal amount of \$18,232,234.88 amending and restating the Original Note (hereinafter, the "Note").

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D. Pursuant to the Loan Agreement the Note, Lender requires that the Mortgage and the Assignment be amended to reflect the new terms of the Loan Agreement and the Note.

E. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement) and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Modifications to the Mortgage and the Assignment.** All references in the Mortgage and the Assignment to “Eighteen Million and 00/100 Dollars (\$18,000,000.00)” shall be deleted and “Eighteen Million Two Hundred Thirty-Two Thousand Two Hundred Thirty-Four and 88/100 Dollars (\$18,232,234.88)” shall be substituted therefor.

2. **No Other Amendments.** Except as modified herein, the Mortgage and the Assignment remain in full force and effect. The Mortgagor reaffirms and acknowledges all terms and provisions of the Mortgage and the Assignment as modified by this Agreement.

3. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

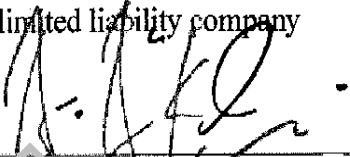
4. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement dated as of the day and year first above written.

**ALGONQUIN VENTURE REAL ESTATE, LLC,**  
an Illinois limited liability company

By:   
\_\_\_\_\_  
Doris Borek, its Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF lake        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Doruk Borekci, the manager of Algonquin Venture Real Estate, LLC, an Illinois limited liability company, who is 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 as such authorized signatory, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Algonquin Venture Real Estate, LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of May, 2021.

Danielle Rausch  
Notary Public  
OFFICIAL SEAL  
DANIELLE RAUSCH  
NOTARY PUBLIC, STATE OF ILLINOIS  
LAKE COUNTY  
MY COMMISSION EXPIRES 09-13-2023

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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

LOTS 25 AND 26 IN BLOCK 4 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-05-200-001-0000 and 14-05-200-002-0000

Common Address: 6349-6367 North Broadway (a/k/a) 1133-1143 West Sheridan Road,  
Chicago, Illinois 60660