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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/05/2021 02:08 PM PG: 1 OF 18

RECORDATION REQUESTED BY:

CIBC Bank USA
Attn: Ellie Whitlock
120 South LaSalle Street
Chicago, Illinois 60603

**THIS INSTRUMENT WAS
PREPARED BY AND WHEN
RECORDED RETURN TO:**

Craig D. Jeffrey, Esq.
Riley Safer Holmes & Cancila LLP
70 West Madison Street, Suite 2900
Chicago, Illinois 60602

THIRD MODIFICATION OF LOAN DOCUMENTS

THIS THIRD MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 28 day of October, 2021, but effective as of the 7th day of October, 2021 (the "Effective Date"), by ADDISON BUILDING I LLC, an Illinois limited liability company ("Borrower") and CIBC BANK USA, an Illinois state chartered bank, together with its successors and assigns ("Lender"), formerly known as The PrivateBank and Trust Company, and WILLIAM SILVERSTEIN, an individual, THOMAS SILVERSTEIN, an individual, and CBA INVESTMENTS, LLC, an Illinois limited liability company (collectively, the "Guarantors" and each a "Guarantor").

RECITALS:

A. Lender made a loan to Borrower in the original principal amount of Eight Million Six Hundred Thousand and No/100 Dollars (\$8,600,000.00) (the "Loan"). The Note (as defined below) matured on October 7, 2019.

B. The Loan encumbers those certain properties located at 740-750 W. Addison Street, Chicago, Illinois legally described on Exhibit A attached hereto (the "Property").

C. The PIN's for the Property have been updated with Cook County, Illinois Assessor's Office to the PIN's shown on Exhibit A-1 attached hereto.

D. The Loan is evidenced and secured by the following instruments, each dated as of October 7, 2016 unless otherwise noted (collectively, the "Loan Documents"):

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(a) Promissory Note made by Borrower in favor of Lender (as amended, restated, or replaced from time to time, the "Note");

(b) Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610087 ("Mortgage 1"); Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610089 ("Mortgage 2"); Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610091 ("Mortgage 3"); Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610093 ("Mortgage 4"); and Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610095 ("Mortgage 5", collectively with Mortgage 1, Mortgage 2, Mortgage 3 and Mortgage 4, each as amended, restated or replaced from time to time, the "Mortgage");

(c) Assignment of Rents and Leases made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610088; Assignment of Rents and Leases made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610090; Assignment of Rents and Leases made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610092; Assignment of Rents and Leases made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610094; and Assignment of Rents and Leases made by Borrower for the benefit of Lender, encumbering the Property, and recorded in the Cook County, Illinois, Recorder of Deeds on October 12, 2016 as Document No. 1628610096;

(d) Amended and Restated Indemnity Agreement made by Borrower and Guarantors for the benefit of Lender (as amended, restated or replaced from time to time, the "Indemnity Agreement");

(e) Loan Agreement made by Borrower and Lender (as amended, restated or replaced from time to time, the "Loan Agreement");

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(f) Amended and Restated Guaranty of Payment and Performance made by Guarantors for the benefit of Lender (as amended, restated or replaced from time to time, the "Guaranty");

(g) First Modification of Loan Documents made by Lender, Borrower and Guarantors, dated as of December 11, 2018, but effective as of November 1, 2018;

(h) Second Modification of Loan Documents made by Lender, Borrower and Guarantors, dated as of December 30, 2019, but effective as of October 7, 2019; and

(i) Any and all other documents and instruments given at any time to evidence and secure the Loan.

E. The parties desire to amend the Loan Documents as based upon the terms set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All terms not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

2. Principal Balance of the Loan. As of the Effective Date, the principal balance of the Loan is Eight Million Two Hundred Two Thousand Four Hundred and No/100 Dollars (\$8,202,400.00). All references to the Loan or the Loan Amount in the Loan Documents shall mean Eight Million Two Hundred Two Thousand Four Hundred and No/100 Dollars (\$8,202,400.00).

3. Maturity Date of the Loan. The maturity date of the Loan is hereby extended to January 29, 2022. Any reference in the Note, Loan Agreement, Mortgage or any of the other Loan Documents to the "Maturity Date" of the Loan shall mean January 29, 2022.

4. Second Amended and Restated Promissory Note. Concurrent with execution and delivery of this Agreement, Guarantor will deliver to Lender a "Second Amended and Restated Promissory Note" in the original principal amount of Eight Million Two Hundred Two Thousand Four Hundred and No/100 Dollars (\$8,202,400.00), which Second Amended and Restated Promissory Note shall be dated as of the Effective Date.

5. Title. As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's Title Insurance Policy No. 16016914MLP (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first

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priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

6. Financial Statements. Borrower represents and warrants that the financial statements for Borrower and each Guarantor previously submitted to Lender are true, complete and correct in all material respects, disclose all actual and contingent liabilities of Borrower or Guarantors and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of Borrower or any Guarantor from the dates of said financial statements until the date hereof. Borrower shall furnish to Lender such financial information regarding Borrower and the Guarantors as Lender may from time-to-time reasonably request, in form, scope and detail satisfactory to Lender.

7. Amendment of the Loan Agreement. As of the Effective Date, the Loan Agreement is hereby modified as set forth below:

(a) The defined term "Maturity Date" in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Maturity Date" means January 29, 2022."

(b) The following new section is hereby added as Section 2.14 of the Loan Agreement:

"Section 2.14 Rates. Lender does not warrant, nor accept responsibility, nor shall Lender have any liability with respect to the administration, submission or any other matter related to the rates in the definition of "LIBO Rate" or with respect to any comparable or successor rate thereto (including any Benchmark Replacement) or the effect of any of the foregoing, or of any Benchmark Replacement Conforming Changes, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability."

(c) Section 4.9 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Section 4.9 Benchmark Replacement Setting.

Notwithstanding anything to the contrary herein or in any other Loan Document (and any Hedging Agreement shall be deemed not to be a "Loan Document" for purposes of this Section):

(a) **Replacing USD LIBOR.** On March 5, 2021 the Financial Conduct Authority ("*FCA*"), the regulatory supervisor of USD LIBOR's administrator ("*IBA*"), announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-month, 3-month, 6-month and 12-month USD LIBOR tenor settings. On the

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earlier of (i) the date that all Available Tenors of USD LIBOR have either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the Early Opt-in Effective Date, if the then-current Benchmark is USD LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) Replacing Future Benchmarks. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Borrower without any amendment to this Agreement or any other Loan Document, or further action or consent of the Borrower. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Benchmark until Borrower's receipt of notice from Lender that a Benchmark Replacement has replaced such Benchmark, and, failing that, Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans. During the period referenced in the foregoing sentence, the component of ABR based upon the Benchmark will not be used in any determination of ABR.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation and administration of a Benchmark Replacement, Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(d) Notices; Standards for Decisions and Determinations. Lender will promptly notify the Borrower of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by Lender pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

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(e) **Unavailability of Tenor of Benchmark.** At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR), then Lender may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) Lender may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

(f) **Definitions.**

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

“Benchmark” means, initially, USD LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section titled “Benchmark Replacement Setting”, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“Benchmark Replacement” means, for any Available Tenor:

(1) For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by Lender:

(a) the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month’s duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months’ duration, and 0.42826% (42.826 basis points) for an Available Tenor of six-months’ duration, or

(b) the sum of: (i) Daily Simple SOFR and (ii) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of USD LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in clause (a) of this Section; and

(2) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by Lender as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated or bilateral credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

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“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “ABR,” the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Lender in a manner substantially consistent with market practice (or, if Lender decides that adoption of any portion of such market practice is not administratively feasible or if Lender determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Transition Event” means, with respect to any then-current Benchmark other than USD LIBOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by Lender in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for bilateral business loans; provided, that if Lender decides that any such convention is not administratively feasible for Lender, then Lender may establish another convention in its reasonable discretion.

“Early Opt-in Effective Date” means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Borrower.

“Early Opt-in Election” means the occurrence of:

(1) a determination by Lender that at least ten currently outstanding U.S. dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate, and

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(2) the election by Lender to trigger a fallback from USD LIBOR and the provision by Lender of written notice of such election to Borrower.

“**Floor**” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR.

“**Relevant Governmental Body**” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“**SOFR**” means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

“**Term SOFR**” means, for the applicable corresponding tenor, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“**USD LIBOR**” means the London interbank offered rate for U.S. dollars.”

(d) Exhibit A of the Loan Agreement is hereby deleted in its entirety and replaced with Exhibit A-1 attached hereto. Any reference to the Property in the Loan Agreement shall mean the Property Set forth on Exhibit A-1 attached hereto.

8. Amendment of the Mortgage. As of the Effective Date, the Mortgage is hereby modified as set forth below:

(a) The defined term “Maturity Date” in Section 1.1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

“**Maturity Date**” means January 29, 2022.”

(b) Exhibit A of the Mortgage is hereby deleted in its entirety and replaced with Exhibit A-1 attached hereto. Any reference to the Property in the Mortgage shall mean the Property Set forth on Exhibit A-1 attached hereto.

9. Amendments to the Loan Documents. All Loan Documents are hereby amended to the extent necessary to be consistent with the foregoing amendments as stated herein.

10. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:

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(a) The representations and warranties in the Loan Agreement and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default or Default under the Note, the Loan Agreement or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Loan Agreement or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

11. Reaffirmation of Guaranty. Each Guarantor hereby ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Guarantor in the Guaranty are, as of the date hereof, true and correct and no Guarantor knows of any default thereunder. The Guaranty is the valid and binding obligation of each Guarantor, enforceable in accordance with its terms and no Guarantor has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

12. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

13. Notices. Any notices, communications and waivers under this Agreement and the Loan Documents shall be in writing and shall be delivered and addressed in each case as set forth in the Loan Documents, or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto.

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14. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement 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 Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Loan Agreement", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Loan Agreement the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

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(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

15. Customer Identification - USA Patriot Act Notice: OFAC and Bank Secrecy Act. Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Third Modification of Loan Documents dated as of the day and year first above written.

BORROWER:

ADDISON BUILDING I LLC, an Illinois limited liability company

By: **Master Holdings, LLC**, a Delaware limited liability company, its manager

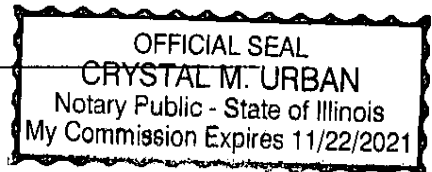
By: _____
Printed Name: William Silverstein
Title: Manager

By: _____
Printed Name: Thomas Silverstein
Title: Manager

STATE OF ILLINOIS)
)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 28 day of Oct 2021, by William Silverstein, a manager of Master Holdings, LLC, a Delaware limited liability company, which is the manager of Addison Building I LLC, an Illinois limited liability company, on behalf of the company.

e m u
Printed Name: Crystal Urban
Notary Public

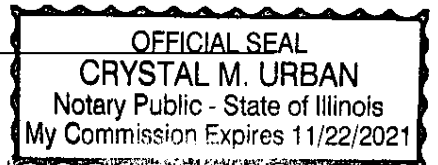


My commission expires: 11/22/21

STATE OF ILLINOIS)
)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 28 day of Oct 2021, by Thomas Silverstein, a manager of Master Holdings, LLC, a Delaware limited liability company, which is the manager of Addison Building I LLC, an Illinois limited liability company, on behalf of the company.

e m u
Printed Name: Crystal Urban
Notary Public



My commission expires: 11/22/21

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LENDER:

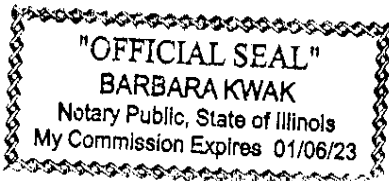
CIBC BANK USA, an Illinois state chartered bank

By: Timothy J. Cummings
Printed Name: Timothy J. Cummings
Title: Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy Cummings in his/her capacity as a(n) officer of the above entity, 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 s/he signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 23 day of Oct, 2021.

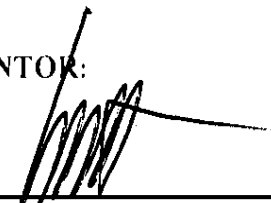


[Signature]
NOTARY PUBLIC
(SEAL)
My commission expires: 1/6/23

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GUARANTOR ACKNOWLEDGEMENT

GUARANTOR:

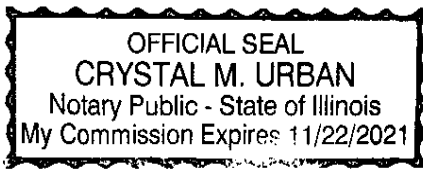


WILLIAM SILVERSTEIN, an individual

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that William Silverstein, an individual, 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 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 as of the 28 day of Oct, 2021.



Crystal M. Urban

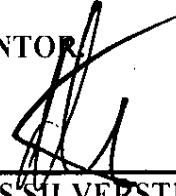
NOTARY PUBLIC
(SEAL)

My commission expires: 11/22/21

Property of Cook County Clerk's Office

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GUARANTOR ACKNOWLEDGEMENT

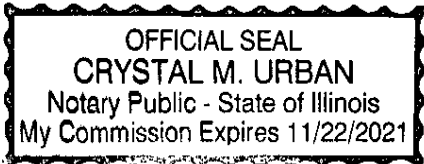
GUARANTOR 

 THOMAS SILVERSTEIN, an individual

STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Silverstein, an individual, 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 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 as of the 20 day of Oct, 2021.





 NOTARY PUBLIC
 (SEAL)

My commission expires 11/22/21

UNOFFICIAL COPY

GUARANTOR:

CBA INVESTMENTS, LLC, an Illinois limited liability company

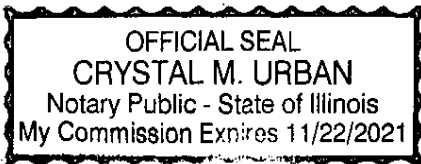
By: [Signature]
Printed Name: William Silverstein
Title: Member

By: [Signature]
Printed Name: Thomas Silverstein
Title: Member

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 28 day of Oct, 2021, by William Silverstein, a member of CBA Investments, LLC, an Illinois limited liability company, on behalf of the company.



[Signature]
Printed Name: Crystal Urban
Notary Public
My commission expires: 11/22/21

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 28 day of Oct, 2021, by Thomas Silverstein, a member of CBA Investments, LLC, an Illinois limited liability company, on behalf of the company.



[Signature]
Printed Name: Crystal Urban
Notary Public
My commission expires: 11/22/21

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: THE WEST 25 FEET OF LOT 14 IN SUBDIVISION OF BLOCK 9 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND LOTS 33 TO 37 IN PINE GROVE, BEING A PART OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 85 FEET OF LOTS 1, 2, AND 3 IN SUBDIVISION OF LOTS 15, 16 AND 17 OF BLOCK 9 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND LOTS 33 TO 37 IN PINE GROVE, BEING A PART OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Property Address: 740-750 W. Addison St., Chicago, IL

PIN Nos.:

14-21-107-027-1001	14-21-107-027-1027
14-21-107-027-1002	14-21-107-027-1028
14-21-107-027-1003	14-21-107-027-1029
14-21-107-027-1004	14-21-107-027-1030
14-21-107-027-1005	14-21-107-027-1031
14-21-107-027-1007	14-21-107-027-1032
14-21-107-027-1008	14-21-107-027-1033
14-21-107-027-1009	14-21-107-027-1034
14-21-107-027-1010	14-21-107-027-1035
14-21-107-027-1011	14-21-107-027-1036
14-21-107-027-1012	14-21-107-027-1037
14-21-107-027-1013	14-21-107-027-1038
14-21-107-027-1014	14-21-107-027-1039
14-21-107-027-1016	14-21-107-027-1040
14-21-107-027-1017	14-21-107-027-1041
14-21-107-027-1018	14-21-107-027-1042
14-21-107-027-1019	14-21-107-027-1044
14-21-107-027-1020	14-21-107-027-1045
14-21-107-027-1021	14-21-107-027-1046
14-21-107-027-1022	
14-21-107-027-1023	
14-21-107-027-1024	
14-21-107-027-1025	
14-21-107-027-1026	

UNOFFICIAL COPY

EXHIBIT "A-1"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: THE WEST 25 FEET OF LOT 14 IN SUBDIVISION OF BLOCK 9 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND LOTS 33 TO 37 IN PINE GROVE, BEING A PART OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 85 FEET OF LOTS 1, 2, AND 3 IN SUBDIVISION OF LOTS 15, 16 AND 17 OF BLOCK 9 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND LOTS 33 TO 37 IN PINE GROVE, BEING A PART OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Property Address: 740-750 W. Addison St., Chicago, IL

PIN Nos.: 14-21-107-045-0000 (Parcel 1)
14-21-107-046-0000 (Parcel 2)

4850-7362-0991, v. 5

Property of Cook County Clerk's Office