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Doc#: 2132121141 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 11/17/2021 08:28 AM Pg: 1 of 5

Prepared By and Upon Recording Return To:
J. Corbitt Tate
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203-4642

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "**Amendment**"), dated as of the 12th day of November, 2021, is executed by and between **REMINGTON PLACE, L.P.**, a New Jersey limited partnership, whose address is 545 Cedar Lane, Teaneck, New Jersey 07666 (herein "**Borrower**") and **TIAA, FSB**, a federal savings bank, formerly known as EverBank, whose address is 301 West Bay Street, Jacksonville, Florida 32202 (herein "**Lender**"), which terms Borrower and Lender, whenever hereinafter used be construed to refer to and include the legal representatives, successors and assigns of said parties.

RECITALS:

A. Borrower is justly indebted to Lender on a loan in the original principal amount of Thirty-Four Million and 00/100 Dollars (\$34,000,000.00) (as amended from time to time, the "**Loan**"), which is evidenced by that certain Promissory Note dated as of October 30, 2015, executed by Borrower and payable to the order of Lender in the original principal amount of \$34,000,000.00 (as amended from time to time, the "**Note**"). The Loan and Note are secured by, among other things, a Mortgage, Security Agreement and Financing Statement dated as of October 30, 2015, by Borrower to and in favor of Lender and recorded in the Cook County, Illinois Recorder of Deeds Office as **Document Number 1530816016** (as amended from time to time, the "**Mortgage**"). The Mortgage encumbers certain real property located in Cook County, Illinois, being more particularly described therein and on **Exhibit A** attached hereto. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Mortgage.

B. Concurrent herewith, Lender has agreed to, among other things, extend the maturity date of the Loan to December 1, 2031, increase the principal amount of the Loan to Forty Million and 00/100 Dollars (\$40,000,000.00), and modify certain provisions set forth in the Note, provided that Borrower

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enters into this Amendment to amend the Mortgage to, among other things, secure the increased amount of the Loan.

C. Borrower and Lender have agreed to amend the Mortgage as set forth herein.

Agreement

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is amended as follows:

1. Recital "A" of the Mortgage shall be deleted in its entirety and the following shall be inserted in place thereof:

A. Mortgagor is justly indebted to Mortgagee in the principal amount of Forty Million and 00/100 Dollars (\$40,000,000.00), as evidenced by that certain Promissory Note dated as of October 30, 2015, in the original principal amount of \$34,000,000.00, as subsequently increased to \$40,000,000.00 pursuant to that certain Loan Modification Agreement and Amendment to Loan Documents dated as of November 12, 2021 (hereinafter, together with any and all extensions, renewals, modifications, replacements, substitutions, and any and all other certificates or evidence of indebtedness evidenced by said Promissory Note, referred to as the "Note"), which Note is due in full on December 1, 2031, or such earlier maturity date as provided in the Note and by reference made a part hereof.

2. The Mortgage, as amended herein, is hereby affirmed by Borrower in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Borrower therein. Borrower hereby agrees and acknowledges that the Mortgage shall continue to secure the Note and Loan, as amended and increased to \$40,000,000.00 concurrent herewith.

3. All references in the Loan Documents to the Mortgage shall mean the Mortgage, as amended hereby.

4. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.

5. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

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IN WITNESS WHEREOF, Borrower has duly executed this Amendment on the day and year first above written.

BORROWER:

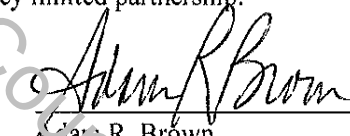
REMINGTON PLACE, L.P., a New Jersey limited partnership

By: Remington Real Estate Corporation,
a New Jersey corporation,
its General Partner

By: 
David M. Brown, its President

State of NEW JERSEY)
County of BERGEN) SS.

The foregoing instrument was acknowledged before me this 9 day of November, 2021, by David M. Brown as President of Remington Real Estate Corporation, a New Jersey corporation, the General Partner of Remington Place, L.P., a New Jersey limited partnership.


Adam R. Brown
An Attorney At Law of New Jersey

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IN WITNESS WHEREOF, Lender has duly executed this Amendment on the day and year first above written.

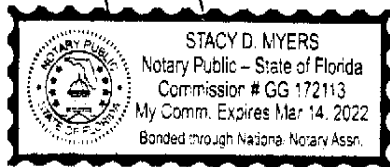
LENDER:

TIAA, FSB, a federal savings bank

By: Nancy Naylor
Name: Nancy Naylor
Its: Vice President

State of Florida)
County of St. Johns) SS.

The foregoing instrument was acknowledged before me on this 8th day of Nov, 2021, by Nancy Naylor, the Vice President of TIAA, FSB, a federal savings bank.



(OFFICIAL SEAL)

Stacy D. Myers, Notary Public

My commission expires: 3/14/2022

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EXHIBIT A

Description of Property

REAL PROPERTY IN THE CITY OF SCHAUMBURG, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 5, INCLUSIVE IN INTER-URBAN PROPERTIES/ROSELLE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 29, 1986 AS DOCUMENT NUMBER LR3492947, IN COOK COUNTY, ILLINOIS.

EXCEPT FROM THE ABOVE DESCRIBED LAND THE FOLLOWING LAND TAKEN FOR PUBLIC ROADWAY PURSUANT TO ORDER ENTERED IN CASE 97L50477 RECORDED JULY 22, 1997 AS DOCUMENT 97527802: THAT PART OF LOT 3 IN INTER-URBAN PROPERTIES/ROSELLE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED JANUARY 29, 1986 AS DOCUMENT LR3492947, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 44 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 45.00 FEET (13.716 METERS); THENCE NORTH 46 DEGREES 11 MINUTES 47 SECONDS EAST, 43.14 FEET (13.149 METERS); THENCE NORTH 00 DEGREES 15 MINUTES 26 SECONDS EAST, 356.80 FEET (108.753 METERS) TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 56 DEGREES 25 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 3 FOR A DISTANCE OF 44.03 FEET (4.276 METERS) TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 15 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 3 FOR A DISTANCE OF 387.70 FEET (118.171 METERS) TO THE POINT OF BEGINNING.

Permanent Index Numbers:

07-10-300-068-0000
 07-10-300-069-0000
 07-10-300-070-0000
 07-10-300-071-0000
 07-10-300-072-0000

Commonly known as:

1, 7, 11, 12, 16, 21 and 25 West Remington Lane
 100, 104, 107, 110, 111, 114 Bent Tree Lane
 100, 104, 107, 110, 111, 114, 117 and 121 Presidio Court
 101, 105, 111 and 115 Salado Court
 101, 105, 111, 115, 121, 125, 131 and 135 Oak Lawn Court
 210, 214, 220 & 224 Routh Court
 201, 205, 210, 214, 220 and 224 Travis Court
 200, 204, 211 and 215 Austin Lane
 201 West Remington Circle
 Schaumburg, IL 60195