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Karen A. Yarbrough
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Date: 11/29/2021 01:40 PM Pg: 1 of 4

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.

Property Address: 6200 North Hoyne
Chicago, Illinois

PIN Number: 1-06-110-037

40036146-DD1 (1/2)

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, FIXTURE
FILING AND ASSIGNMENT OF LEASES AND RENTS
AND ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment") made as of September 30, 2021, by **BCHHOYNE, LLC**, an Illinois limited liability company ("Borrower"), for the benefit of **CIBC BANK USA**, an Illinois state chartered bank, its successors and assigns (the "Lender").

WITNESSETH:

A. WHEREAS, pursuant to that certain Term Loan Agreement dated as of December 29, 2017, as amended by the certain First Amendment to Loan Documents dated as of April 1, 2019 (as heretofore amended, the "Original Loan Agreement"), Lenders agreed to make a loan to Borrower in the maximum principal amount of Twenty-Eight Million Five Hundred Thousand and 00/100 Dollars (\$28,500,000.00) ("Original Loan"). The Original Loan was evidenced by that certain Promissory Note dated December 29, 2017, in the aggregate maximum principal amount of Twenty-Eight Million Five Hundred Thousand and 00/100 Dollars (\$28,500,000.00), as amended by the certain First Amendment to Loan Documents dated as of April 1, 2019 (the "Original Note").

B. WHEREAS, the Original Loan Agreement, the Original Note and all the other Loan Documents (as defined in the Original Loan Agreement) were secured by, among other things, (i) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of December 29, 2017, and given by Borrower to Lender (the "Mortgage"), which Mortgage was recorded on December 29, 2017, with the Recorder of Cook County, Illinois, as Document No. 1736345088, and (i) that certain Assignment of Leases and Rents dated as of December 29, 2017, and given by Borrower to Lender (the "ALR"), which ALR was recorded on December 29, 2017, with the Recorder of Cook County, Illinois, as Document No. 1736345089, both encumbering the property described on Exhibit A attached hereto.

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C. WHEREAS, on or about the date hereof, Borrower, Guarantor (as defined in the Original Loan Agreement), and Lender are entering into that certain Second Amendment to Loan Documents (the “**Amendment**”), pursuant to which Borrower is executing that certain Amended and Restated Promissory Note dated as of the date hereof in favor of Lender, in the maximum principal amount of Twenty-Eight Million Three Hundred Twenty-Five Thousand and 00/100 Dollars (\$28,325,000.00) (the “**Note**”), which Note amends, restates, and replaces the Original Note. The Original Loan Agreement, as amended by the Amendment shall be referred to herein as the Loan Agreement. The Original Loan, as modified and restated by the Second Amendment to Loan Documents and the Note shall be referred herein as the “**Loan**.”

D. Borrower and Lender desire, among other things, to enter and record this Amendment to further amend the Mortgage and ALR to evidence that they are security, among other things, for the Loan, the Note and the Loan Agreement.

NOW, THEREFORE, for and in consideration of the recitals set forth and made a part hereof, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

(a) All references to the term “Loan Agreement”, whenever and wherever used in the Mortgage and ALR, shall mean and refer to the Loan Agreement as defined herein.

(b) All references to the “Loan Documents”, whenever and wherever used in the Mortgage and ALR, shall mean and refer to the Loan Documents as defined in the Loan Agreement.

(c) “Loan” means the Loan as defined herein.

(d) All references to the term “Note,” whenever and wherever used in the Mortgage or ALR, or similar term in any of them, with regard to the promissory note evidencing the Loan, shall mean and refer to the Note (as same may be amended, restated, modified or supplemented and in effect from time to time).

(e) From and after the date hereof, the Maturity Date of the Loan shall be September 30, 2026.

(f) Except as modified hereby, the Mortgage and ALR continue and remain in full force as effect.

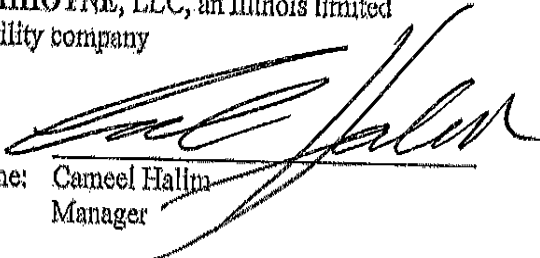
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IN WITNESS WHEREOF, Borrower has caused this Amendment to be duly executed and delivered as of the day and year first above written.

BORROWER:

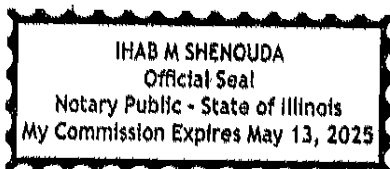
BCHHOYNE, LLC, an Illinois limited liability company

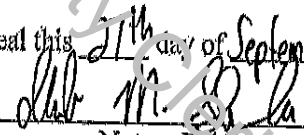
By: 
Name: Cameel Hallim
Its: Manager

STATE OF ILLINOIS
COUNTY OF COOK) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Cameel Hallim, as Manager of BCHHOYNE, 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 he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21th day of September, 2021.




Notary Public

My Commission Expires:
May 13th, 2025

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE EAST 20 RODS OF THE NORTH ½ OF THE WEST ½ OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 829.05 FEET THEREOF AND EXCEPT STREET) IN COOK COUNTY, ILLINOIS.

Property Address: 6200 North Hoyne Avenue, Chicago, Illinois 60659

Tax I.D. No.: 14-06-110-037

Property of Cook County Clerk's Office