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\*2203222000\*

Doc# 2203222000 Fee \$59.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/01/2022 09:10 AM PG: 1 OF 5

**This Document Prepared by  
and after Recording Return to:**

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

**Permanent Index Numbers:**  
See Exhibit A Attached Hereto

**Address of Property:**  
1335 West Randolph Avenue  
Chicago, Illinois 60607

*This space reserved for Recorder's use only.*

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

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment"), is dated as of this 28<sup>th</sup> day of January, 2022 by and between **RANDOLPH ADVENTURES, INC.**, an Illinois corporation ("Borrower"), and **CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank, together with its successors and assigns ("Lender").

**RECITALS**

A. Lender made a loan to Borrower (the "Original Loan") currently evidenced by that certain Promissory Note dated as of June 30, 2016, from Borrower payable to the order of Lender, in the aggregate maximum principal amount of Four Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$4,750,000.00) (the "Original Note");

B. The Original Loan is evidenced or secured by, among other things: (i) that certain Loan and Security Agreement dated as of June 30, 2016, by and between Borrower and Lender (as amended, modified and restated from time to time, the "Loan Agreement"); (ii) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents made by Borrower for the benefit of Lender dated as of June 30, 2016 from Borrower to Lender recorded with the Cook County Recorder of Deeds (the "Recorder's Office") on July 14, 2016 as Document No. 1619642020 (as amended, modified and restated from time to time, the "Mortgage"), affecting certain real property located in Cook County, Illinois as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); (iii) that certain Assignment of Leases and Rents made by Borrower for the benefit of Lender dated as of June 30, 2016, from Borrower to Lender and recorded in the Recorder's Office on July 14, 2016, as Document No. 1619642021 (as amended, modified and restated from time to time, the "Assignment of Leases and Rents"). The Original Note, the Loan Agreement, the Mortgage, the Assignment of Leases and Rents, and

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each of the other documents evidencing or securing the Original Loan are collectively referred to herein as the "Original Loan Documents."

C. Borrower has requested, among other things, to extend the Maturity Date to December 31, 2022, and Lender has agreed to such changes subject to the due execution and delivery of this Amendment and the due execution and delivery of, among other things, that certain Third Amendment to Loan Documents made by and among Borrower, Guarantor (as defined in the Loan Agreement), and Lender (the "Amendment to Loan Documents"; this Amendment, the Amendment to Loan Documents and such other documents required by Lender in connection with this Amendment are collectively referred to herein as the "Loan Modification Documents"). The Original Loan Documents and each of the other documents evidencing or securing the Loan, as each may be modified, amended or restated by the Loan Modification Documents and as may be further amended, restated, supplemented and in effect from time to time are collectively referred to herein as the "Loan Documents."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Mortgage, as amended by this Amendment and the Amendment to Loan Documents.
2. Loan Documents. All references in the Loan Documents to the "Mortgage" shall mean the Mortgage, as amended by this Amendment and the Amendment to Loan Documents, and as may be further amended, restated, modified or supplemented and in effect from time to time.
3. Extension of Maturity Date. The "Maturity Date" referred to in the Mortgage shall be extended to December 31, 2022.
4. Miscellaneous.
  - a. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
  - b. This Amendment, together with the Loan Modification Documents, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
  - c. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.
  - d. Borrower warrants and represents that it has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of Lender or its counsel in entering into this Amendment.

[SIGNATURE PAGES FOLLOW]

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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:**

**RANDOLPH ADVENTURES, INC.,**  
an Illinois corporation

By: [Signature]  
Name: Alexander C. Fearsall  
Title: President

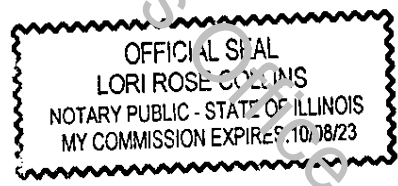
STATE OF IL )  
COUNTY OF COOK ) s:

I Lori Rose Collins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alexander C. Fearsall the President of RANDOLPH ADVENTURES, INC., an Illinois corporation, 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10 day of January, 2022.

[Signature]  
Notary Public

My Commission Expires: 10/08/2023





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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN COOK COUNTY, ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THE WEST 80 FEET OF THE NORTH 35 FEET OF LOT 5 AND THE WEST 80 FEET OF LOT 4 IN BLOCK 5, IN WRIGHT'S ADDITION TO CHICAGO (EXCEPT THAT PART TAKEN FOR THE WIDENING OF RANDOLPH STREET), IN SECTION 8 OF WRIGHT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

LOTS 1 THROUGH 7 IN CHARLES PALMER'S SUBDIVISION OF A TRACT OF LAND FRONTING 101.00 FEET ON WEST WASHINGTON STREET AND 180.00 FEET ON NORTH ADA STREET IN WRIGHT'S ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING A PART OF BLOCKS 4 AND 5 IN WRIGHT'S ADDITION AFORESAID, ACCORDING TO OF SAID ADDITION RECORDED IN BOOK 85 OF MAPS, PAGE 30.

**PIN:** 17-08-329-001-0000  
17-08-329-006-0000  
17-08-329-007-0000  
17-08-329-008-0000  
17-08-329-009-0000  
17-08-329-010-0000

**PROPERTY ADDRESS:** 1335 WEST RANDOLPH AVE., CHICAGO, ILLINOIS 60607