

# UNOFFICIAL COPY

Doc#: 2204612160 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 02/15/2022 07:51 AM Pg: 1 of 12

**Illinois**

**JV No. 155160**

**Loan No. 343368**

RECORDING REQUESTED BY

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WHEN RECORDED MAIL TO

The Northwestern Mutual Life Ins. Co.  
720 East Wisconsin Avenue - Rm N16WC  
Milwaukee, WI 53202  
Attn: Sosi Mikaelian

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by James McFarland, Attorney, for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Ave., Milwaukee, WI, 53202.

## **FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "First Amendment") is made and entered into as of the 27<sup>th</sup> day of January, 2022 by and between 1635 NORTH WELLS LLC, a Delaware limited liability company, ("Mortgagor") and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation ("Mortgagee").

### **RECITALS**

WHEREAS, Mortgagor is the owner of that certain Promissory Note dated as of September 30, 2019 executed by Mortgagor in favor of Mortgagee in the original principal amount of Eight Million Three Hundred Fifty Thousand Dollars (\$8,350,000.00) (the "Note");

WHEREAS, the Note is secured by a lien against certain property in the City of Chicago, County of Cook, State of Illinois (the "Property") as more particularly described in Exhibit A attached hereto and in that certain Mortgage and Security Agreement executed by Mortgagor and dated as of September 30, 2019 and recorded November 19, 2019 as Document No. 1932306078 in the records of Cook County, Illinois (the "Lien Instrument");

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AND WHEREAS, Mortgagor has requested that Mortgagor agree to an extension of the maturity date of the Note.

NOW, THEREFORE, in consideration of the above and of the mutual agreements herein contained, the undersigned parties agree to the following:

1. In section (a) of the habendum clause on Page 3 of the Lien Instrument, the date "October 1, 2021" is hereby replaced with the date "December 1, 2022".

2. Except as hereby amended, the Lien Instrument shall remain in full force and effect, unchanged, and, in all respects, ratified and confirmed.

3. Nothing herein contained shall affect the priority of the Lien Instrument over other liens, charges, encumbrances, or conveyances nor shall it release or change the liability of any party who may now or hereafter be liable, primarily or secondarily, under or on account of the Note.

*(Remainder of page intentionally left blank;  
Signatures commence on following page)*

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IN WITNESS WHEREOF, this First Amendment has been executed by the undersigned as of the date and year first above written.

1635 NORTH WELLS LLC, a Delaware limited liability company

By: Old Town Triangle Holdings LLC, a Delaware limited liability company, its sole member

By: FH Old Town Triangle LLC, a Delaware limited liability company, a member

By: *Phillip Jafke*

Name: *Phillip Jafke*

Title: *Manager*

*(Remainder of page intentionally left blank;  
Signature of Mortgagee continues on following page)*

Property of Cook County Clerk's Office

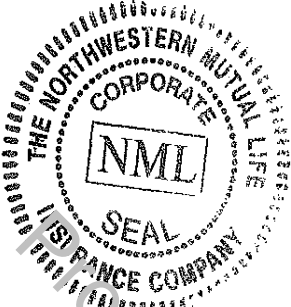
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*(Signature of Mortgagor continued.)*

By: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, a member

By: Northwestern Mutual Investment Management Company, a Delaware limited liability company, its wholly owned affiliate

By: *Christina M. Misiti-Eskritt*  
Name: Christina M. Misiti-Eskritt  
Its: Managing Director



*(Remainder of page intentionally left blank;  
Acknowledgements of Mortgagor begin on following page)*

*Cook County Clerk's Office*

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*(Acknowledgement of Mortgagor.)*

STATE OF ILLINOIS           )  
  )SS.  
COUNTY OF COOK           )



The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2022, by Phillip Jaffe, the Manager of FH Old Town Triangle LLC, a Delaware limited liability company, a member of Old Town Triangle Holdings LLC, a Delaware limited liability company, the sole member of 1635 NORTH WELLS LLC, a Delaware limited liability company.

My commission expires: 1/31/25 Kathi Wells  
Kathi Wells, Notary Public

*(Remainder of page intentionally left blank;  
Acknowledgement of Mortgagor continues on following page)*

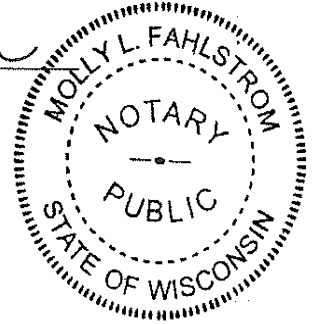
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*(Acknowledgement of Mortgagor.)*

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF MILWAUKEE        )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2022, by Christina M. Misiti-Eskritt, the Managing Director of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, the wholly-owned affiliate of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, a member of Old Town Triangle Holdings LLC, a Delaware limited liability company, the sole member of 1635 NORTH WELLS LLC, a Delaware limited liability company.

*Molly L. Fahlstrom*  
\_\_\_\_\_  
Molly L. Fahlstrom, Notary Public



My commission expires: March 19, 2024

*(Remainder of page intentionally left blank;  
Signature of Mortgagor continues on following page)*

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*(Signature of Mortgagee.)*

THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY, a Wisconsin  
corporation

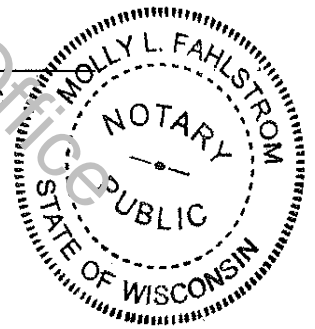
By: Northwestern Mutual Investment  
Management Company, LLC, a  
Delaware limited liability company, its  
wholly-owned affiliate

By: Christina M. Misiti-Eskritt  
Name: Christina M. Misiti-Eskritt  
Its: Managing Director

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF MILWAUKEE )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2022, by Christina M. Misiti-Eskritt, the Managing Director of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, the wholly-owned affiliate of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation.

Molly L. Fahlstrom  
Molly L. Fahlstrom, Notary Public



My commission expires: March 19, 2024

*(Remainder of page left intentionally blank;  
Consent of Guarantors continue on following page)*

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## CONSENT OF GUARANTORS:


The undersigned guarantors, who executed that certain Guarantee of Recourse Obligations dated as of September 30, 2019 (the "Guarantee of Recourse Obligations"), join in the execution of this First Amendment for the purpose of consenting to the execution by Mortgagor of this First Amendment. The undersigned guarantors hereby further ratify and reaffirm their obligations under the Guarantee of Recourse Obligations and acknowledge and agree that the terms and provisions of the Guarantee of Recourse Obligations shall continue in full force and effect, notwithstanding the execution by Mortgagor of this First Amendment.

**GUARANTORS:**

  
\_\_\_\_\_  
NICK ANDERSON

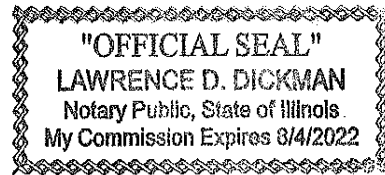
STATE OF )  
 )ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 4th day of January, 2022, by NICK ANDERSON.

  
\_\_\_\_\_  
Lawrence D. Dickman, Notary Public

My commission expires: 08/04/2022

*(Remainder of page left intentionally blank;  
Signatures of Guarantors continue on following page)*





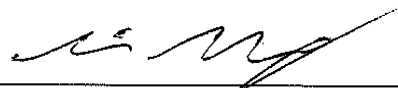
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*(Signature of Guarantors continued.)*

  
 \_\_\_\_\_  
 MICHAEL ELLCH

STATE OF Illinois )  
 )ss.  
 COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2022,  
 by MICHAEL ELLCH

  
 \_\_\_\_\_  
 Kiven Perez, Notary Public

My commission expires: 05/30/23

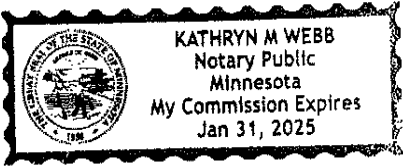


*(Remainder of page left intentionally blank;  
 Signatures of Guarantors continue on following page)*

ACKNOWLEDGMENTS OF GUARANTORS ON FOLLOWING PAGE

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(Signature of Guarantors continued.)



*Phillip*  
PHILLIP JAFFE

STATE OF MN )  
 )  
COUNTY OF Hennipen )ss.  
 )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2022,  
by PHILLIP JAFFE.

*Katie Webb*  
Katie Webb, Notary Public

My commission expires: 1-31-25

Property of Cook County Clerk's Office

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## EXHIBIT "A"

### Description of Property:

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

UNIT 100 IN THE PARKVIEW CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

#### PARCEL 1:

LOT 2; THE SOUTH 50-1/2 OF LOT 3; THE EAST 74 FEET OF LOT 3 (EXCEPT THE SOUTH 50-1/2 FEET THEREOF) AND THE EAST 74 FEET OF LOTS 4 AND 5 (EXCEPT THAT PART OF LOT 5 FALLING IN EUGENIE STREET) ALL IN GALE'S NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1 AND 2 AND THAT EAST PART OF LOT 3 FALLING WITHIN THE NORTH 113.62 FEET OF ORIGINAL LOT 1 IN WOOD AND OTHERS SUBDIVISION OF SAID ORIGINAL LOT 1 IN GALE'S NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 1 TO 9, BOTH INCLUSIVE (EXCEPT THAT PART LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE DRAWN THROUGH THE SOUTHWEST CORNER OF EUGENIE STREET AND NORTH LASALLE STREET AND THROUGH A POINT ON THE SOUTH LINE OF LOT 10, 14 FEET WEST OF THE WEST LINE OF NORTH LASALLE STREET), ALL IN BLOCK "B" IN THE COUNTY CLERK'S DIVISION OF PORTIONS OF UNSUBDIVIDED LAND LYING BETWEEN THE EAST LINE OF GALE'S NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, AND THE WEST LINE OF NORTH CLARK STREET, ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT

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24558738, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

1635-1639 North Wells Street, Unit 100, in Chicago, Cook County, Illinois 60654

Permanent Index Number: 14-33-423-048-1001 Vol. 496

Property of Cook County Clerk's Office