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Karen A. Yarbrough
Cook County Clerk
Date: 04/11/2022 02:51 PM Pg: 1 of 6

RECORDATION REQUESTED BY:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

WHEN RECORDED MAIL TO:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

1401-008961781-02

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations Dept.
Albany Bank and Trust Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 5, 2022, is made and executed between 2701 NORTH CALIFORNIA LLC, an Illinois limited liability company, whose address is 425 W. North Avenue, Chicago, IL 60610 (referred to below as "Grantor") and Albany Bank and Trust Company, N.A., whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 23, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Recorder of Deeds (Recorder's Office) in Cook County, Illinois on March 3, 2016, as Document No. 1606342005, and modified by that certain Modification of Mortgage dated August 10, 2018 recorded with the Recorder's Office on September 20, 2018 as Document No. 1826319117, which among other changes, increased the principal amount of the Loan to \$3,336,000.00, together with that certain Assignment of Rents dated February 23, 2016 recorded with the Recorder's Office on March 3, 2016 as Document No. 1606342006.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

PARCEL 1: INTENTIONALLY DELETED.

PARCEL 2: LOTS 44 THROUGH 48 BOTH INCLUSIVE IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 3/4 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT WHERE OCCUPIED BY THE IC& N. W. R. R.) AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 25 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 26 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH

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MODIFICATION OF MORTGAGE (Continued)

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EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOTS 27, 28 AND 29 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: LOT 30 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 3/4 OF THE NORTH 1/2 (EXCEPT RAILROAD) AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: LOT 31 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 3/4 OF THE NORTH 1/2 (EXCEPT RAILROAD) AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: LOTS 32 THROUGH 43 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST 3/4 OF THE NORTH 1/2 (EXCEPT RAILROAD) AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2701-2755 North California Avenue, Chicago, IL 60647. The Real Property tax identification number is 13-25-400-012-0000; 13-25-400-013-0000; 13-25-400-014-0000; 13-25-400-015-0000; 13-25-400-016-0000; 13-25-400-017-0000; 13-25-400-018-0000; 13-25-400-043-0000; and 13-25-400-048-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

I. As of the date hereof, the current outstanding principal balance of the original Note, secured by said Mortgage, as modified from time to time shall be increased from \$3,101,480.36 to \$4,000,000.00 to disburse additional funds to Borrower. In addition, the maturity date of the Loan shall be extended from August 5, 2022 to April 5, 2032; the interest rate shall be changed from an interest rate of 4.750% per annum to variable interest rate subject to one or more rates, as described herein. The interest rate adjustments will not occur more often than each Five (5) years. Notwithstanding the foregoing, the applicable interest rate under the Note shall never be less than 4.000%. Payment on the Note are to be made in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments of \$21,243.63 each, beginning May 5, 2022, with interest calculated on the unpaid principal balance using an interest rate of 4.000% ("Payment Stream 1"); 59 monthly consecutive principal and interest payments in the initial estimated amount of \$22,915.56 each, beginning May 5, 2027, with interest calculated on unpaid principal balances using an interest rate based on the Weekly Average Yield on U.S. Treasury Securities, Adjusted to a Constant Maturity of Five (5) Years (the "Index") currently 2.400%, rounded down to the nearest 0.125, plus a margin of 2.500%, resulting in an initial rate of 4.875% ("Payment Stream 2"); and one final payment due on June 5, 2032, with interest calculated on the unpaid principal balances using an interest rate based on the Index (currently 2.400%), rounded down to the nearest 0.125, plus a margin of 2.500%, resulting in an initial rate of 4.875% ("Payment Stream 3). Borrower final payment will due, if not sooner paid, on April 5, 2032, and that will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note, as set forth in that certain Promissory Note of even date to be executed by Borrower in conjunction with this Modification, made payable by Borrower to the order of Lender, in the principal amount of \$4,000,000.00, which Promissory Note of even date is a replacement and substitution for, but not a cancellation for, or a repayment for, but increases, renews, amends and restates the debt previously evidenced by that certain original Note dated February 23, 2016, in the original principal amount of \$2,430,000.00, as modified pursuant a certain promissory note dated August 10, 2018, in the principal amount of \$3,336,000.00 (the "Note") executed by Borrower to Lender. Upon the execution of the Promissory Note of even date by Borrower, all indebtedness outstanding under the Note, as modified from time to time, shall be deemed to

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MODIFICATION OF MORTGAGE (Continued)

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be outstanding under this Modification, Mortgage and Related Documents, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. Any reference in the Note, Mortgage or other Related Documents to the maturity date shall mean April 5, 2032. Any references in the Note, Mortgage or other Related Documents to the interest rate shall mean a variable interest rate subject to more than one interest rate as described above. Any reference to Note, Mortgage or other Related Documents to the principal amount of the Loan shall mean \$4,000,000.00.

II. All reference in the Mortgage to the Maximum Lien of \$4,860,000.00 is hereby deleted and substituted in lieu thereof with the following:

At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security interest of Mortgage, exceed \$8,000,000.00..

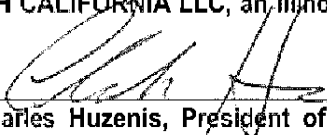
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 5, 2022.

GRANTOR:

2701 NORTH CALIFORNIA LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

CHH MANAGERS, INC., AN ILLINOIS CORPORATION, Manager of 2701 NORTH CALIFORNIA LLC, an Illinois limited liability company

By: 
Charles Huzenis, President of CHH Managers, Inc., an Illinois corporation

By: 
Harrison O. Huzenis, Secretary/Treasurer of CHH Managers, Inc., an Illinois corporation

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

ALBANY BANK AND TRUST COMPANY, N.A.

X 
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 4 day of April, 2012 before me, the undersigned Notary Public, personally appeared **Charles Huzenis, President of CHH Managers, Inc., an Illinois corporation, Manager of 2701 NORTH CALIFORNIA LLC, an Illinois limited liability company**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By  Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

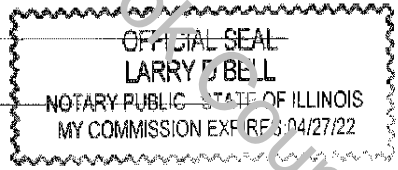
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 4 day of April, 2022 before me, the undersigned Notary Public, personally appeared Harrison O. Huzenis, Secretary/Treasurer of CHH Managers, Inc., an Illinois corporation, Manager of 2701 NORTH CALIFORNIA LLC, an Illinois limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL _____)

COUNTY OF Cook _____) SS

On this 5th day of April, 2022 before me, the undersigned Notary Public, personally appeared MICHAEL MCKEE and known to me to be the VICE PRESIDENT, authorized agent for **Albany Bank and Trust Company, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Albany Bank and Trust Company, N.A.**, duly authorized by **Albany Bank and Trust Company, N.A.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Albany Bank and Trust Company, N.A.**

By [Signature] Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 02/15/2026

