

When Recorded Return To:
Fidelity National Title
1900 West Loop South, Suite 200
Houston, TX 77027
Attn: LOLLY AVANT

UNOFFICIAL COPY



2210134072

Illinois
Loan No. 342509
RECORDING REQUESTED BY

Doc# 2210134072 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/11/2022 02:20 PM PG: 1 OF 8

~~WHEN RECORDED MAIL TO~~

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by James L. 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 as of the 6th day of April, 2022 by and between ALBION AT EVANSTON, LLC, a Delaware limited liability company, ("Mortgagor") and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, ("Mortgagee").

RECITALS

WHEREAS, Mortgagee is the owner of a certain Promissory Note dated as of June 29, 2018 executed by Mortgagor in favor of Mortgagee (the "Note");

WHEREAS, the Note is secured by a lien against certain property in the City of Evanston, 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 June 29, 2018 and recorded July 9, 2018 as Document No. 1819034031 in the records of Cook County, Illinois (the "Lien Instrument"); and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Lien Instrument.

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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, "FIFTY-ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$51,750,000.00)" is hereby changed to "FIFTY-SIX MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$56,750,000)".

2. Each of the parties represents and warrants that the execution and delivery of this First Amendment has been duly authorized, executed, and delivered by and on behalf of such party and such party is duly authorized to deliver and perform this First Amendment.

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

4. 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.

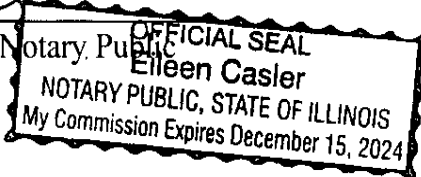
ALBION AT EVANSTON, LLC, a Delaware limited liability company

By: [Signature]
 Name: Jason Koehn
 Its: Authorized Signatory

STATE OF IL)
)ss.
 COUNTY OF DePue)

The foregoing instrument was acknowledged before me this 15 day of March, 2022 by Jason Koehn, the Authorized Signatory of ALBION AT EVANSTON, LLC, a Delaware limited liability company.

My commission expires:

[Signature], Notary Public


REMAINDER OF PAGE LEFT BLANK;
 SIGNATURES CONTINUE ON FOLLOWING PAGE

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SIGNATURES CONTINUED FROM PREVIOUS PAGE

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

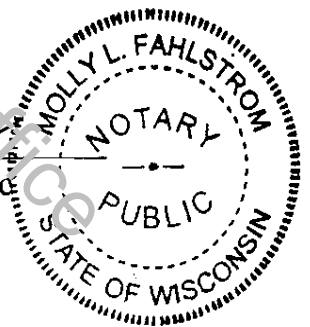
By: *Daniel M. Flesch*
Name: Daniel M. Flesch
Title: Managing Director

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 31st day of March, 2022 by Daniel M. Flesch, 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

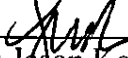
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SIGNATURES CONTINUE ON FOLLOWING PAGE

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CONSENT OF GUARANTORS:

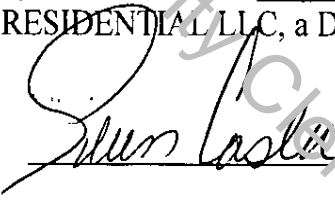
The undersigned guarantors, who executed that certain Guarantee of Recourse Obligations dated as of June 29, 2018 (the "Guarantee of Recourse Obligations"), join in the execution of this First Amendment for the purpose of consenting to the execution by Borrower of this First Amendment. The undersigned 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 Borrower of this First Amendment.

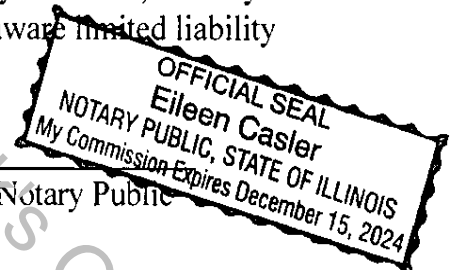
CCI RESIDENTIAL LLC (f/k/a Village Green Consolidated LLC),
a Delaware limited liability company

By: 
Name: Jason Koehn
Its: Vice President

STATE OF IL)
) ss.
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 15 day of March, 2022 by Jason Koehn, the Vice President of CCI RESIDENTIAL LLC, a Delaware limited liability company.


Notary Public



My commission expires:

REMAINDER OF PAGE LEFT BLANK;
SIGNATURE OF OTHER GUARANTOR ON FOLLOWING PAGE

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CCE FUNDING LLC, a Delaware limited liability company

By: Compatriot Capital, Inc. a Delaware corporation, its sole member

By:

Name: Mark Van Kirk

Its: President

STATE OF

Texas

)

)ss.

COUNTY OF

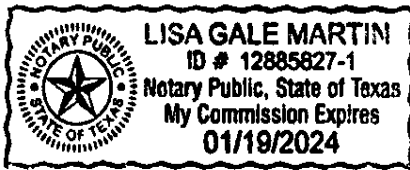
Dallas

)

The foregoing instrument was acknowledged before me this 17th day of March, 2022 by Mark Van Kirk, the President of Compatriot Capital, Inc., a Delaware corporation, the sole member of CCE FUNDING LLC, a Delaware limited liability company.

Lisa Gale Martin
Lisa Gale Martin, Notary Public

My commission expires:



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EXHIBIT "A"

Description of Property:

Parcel 1:

Lot 3 in O. Huse's and others Resubdivision of Block 52 in Original Village (now City) of Evanston in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

Lot 4 in O. Huse and other Subdivision of Block 52 in Evanston except from said Lot that part thereof conveyed to the Chicago, Milwaukee and St. Paul Railway company by Warranty Deed dated November 12, 1908 and recorded November 16, 1908 as Document Number 4289805, in Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 3:

That part of Lots 5 and 6 in O. Huse and others Subdivision of Block 52 in Original Village of Evanston in the Southwest 1/4 of Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which lies East of a line drawn from a point in the North line of said Lot 5, 18 feet East of the Northwest corner thereof to a point in the South line of said Lot 6, 37 feet East of the Southwest corner thereof and North of a line drawn from a point on the East line of said Lot 6, 0.18 of a foot South of the North East corner thereof to a point on the West line of said Lot 6, 0.58 of a foot South of the Northwest corner thereof

Parcel 4:

That part of the North 40 feet of the South 178 feet of Block 52 in Evanston lying Easterly of the Easterly line of premises conveyed to the Chicago, Evanston and Lake Superior Railway Company (now Chicago, Milwaukee and St. Paul Railway Company) by deed recorded April 27, 1886 as Document Number 711139 in Book 1753 page 383, in the South West 1/4 of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian (except the East 31 Rods) in Cook County, Illinois

Parcel 5:

That part of Lot 6, in O. Huse and others Subdivision of Block 52 in the Original Village of Evanston, which lies East of a line drawn from a point in the North line of Lot 5 adjoining to the North, and 18 feet East of the North West corner of said Lot 5, to a point in the South line of Lot 6, 37 feet East of the Southwest corner (except that part of Lot 6 lying North of a line drawn from a point in the East line of said Lot 6, .18 feet South of the Northeast corner thereof to a point on the West line of said Lot 6, .58 feet South of the North West corner thereof) in Cook County, Illinois

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Parcel 6:

Lot 1 in the Plat of Consolidation recorded September 19, 1988 as Document Number 88426763 of Lots 8, 9, and 10 (except the Westerly 40.0 feet thereof) in Block 52 in Evanston, in Section 18, Township 41 North, Range 14 East of the Third Principal Meridian in the City of Evanston, Cook County, Illinois

Common address: 1450 Sherman Avenue, 1500 Sherman Avenue and 1508 Sherman Avenue, Evanston, Illinois

Property Index Numbers: 11-18-317-010-0000; 11-18-317-011-0000; 11-18-317-012-0000; 11-18-317-013-0000; 11-18-317-014-0000; 11-18-317-021-0000; 11-18-317-022-0000 and 11-18-317-023-0000