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Doc#: 2215406480 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 06/03/2022 01:59 PM Pg: 1 of 11

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

Rubin, Ehrlich, Buckley & Przekop PC
3150 Brunswick Pike, Suite 310
Lawrenceville, NJ 08648
Attention: Charles R. Przekop

Loan No.: 94-0961467

DREAM INDUSTRIAL ALSP (IL) LLC, a Delaware limited liability company, as mortgagor
and assignor
(Borrower)

and

PNC BANK, NATIONAL ASSOCIATION, a national banking association, as mortgagee and
assignee
(Lender)

MODIFICATION AGREEMENT

Dated: As of June 2, 2022

Location: 5100 West 123rd Street
Alsip, Illinois 60803

County: Cook

Permanent Index Numbers: 24-28-202-015-0000
(Affects Parcel 2)
24-28-400-077-0000
(Affects Parcel 3)
24-28-400-078-0000
(Affects Parcel 1)

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MODIFICATION AGREEMENT

Loan No: 94-0961467

THIS MODIFICATION AGREEMENT (this "**Agreement**") is made as of June 2, 2022, by and between **DREAM INDUSTRIAL ALSIP (IL) LLC**, a Delaware limited liability company, having an office at 100 Saint Paul Street, Suite 300, Denver, CO 80206 ("**Mortgagor**"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, having an address at 10851 Mastin Boulevard, Overland Park, KS 66210 (together with its successors and/or assigns (the "**Lender**"))

BACKGROUND

A. **DIR ROBERTS DEARBORN LLC**, a Delaware limited liability company, **DREAM INDUSTRIAL DES PLAINES (IL) LLC**, a Delaware limited liability company, **DREAM INDUSTRIAL ALSIP (IL) LLC**, a Delaware limited liability company, **DREAM INDUSTRIAL MELROSE (IL) LLC**, a Delaware limited liability company, **DREAM INDUSTRIAL WAUKEGAN (IL) LLC**, a Delaware limited liability company, **DIR WEST COLUMBUS LLC**, a Delaware limited liability company, **DREAM INDUSTRIAL NEW ALBANY 8820 LLC**, a Delaware limited liability company, **DIR INKY INDUSTRIAL LLC**, a Delaware limited liability company, **DREAM INDUSTRIAL BLUE LICK (KY) LLC**, a Delaware limited liability company, and **DREAM INDUSTRIAL AIRPARK (KY) LLC**, a Delaware limited liability company (individually and collectively, as the context may require, the "**Borrower**") obtained a loan in the original principal amount of ONE HUNDRED THIRTY MILLION AND 00/100 DOLLARS (\$130,000,000.00) (the "**Loan**") from Lender, which Loan is evidenced by, among other things, that certain (i) Promissory Note in the amount of \$130,000,000.00 (as same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Note**"), dated December 5, 2019, made by Borrower in favor of Lender, and (ii) a Loan Agreement (as same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") dated as of December 5, 2019, executed by Borrower and Lender.

B. The Loan was modified by a First Amendment to Loan Documents dated July 30, 2021 (the "**First Amendment**").

C. On the date hereof, the Borrower and the Lender have entered into that certain Second Amendment to Loan Documents (the "**Second Amendment**") pursuant to which, among other things, the outstanding principal amount of the Loan has been increased by FIFTY MILLION AND 00/100 DOLLARS (\$50,000,000.00) (the "**Loan Increase**") so that the outstanding principal amount of the Loan has been increased from ONE HUNDRED TWENTY-THREE MILLION FIVE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED NINETY-NINE AND 90/100 DOLLARS (\$123,541,499.90) to ONE HUNDRED SEVENTY-THREE MILLION FIVE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED NINETY-NINE AND 90/100 DOLLARS (\$173,541,499.90). On the date hereof, the Borrower has executed and delivered to the Lender an Amended and Restated Promissory Note (the "**Restated Note**"), pursuant to which the Note was amended and restated to evidence the Loan, as increased by the Loan Increase.

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D. The Note, as amended and restated by the Restated Note, is secured, *inter alia*, by: (i) the lien of a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 5, 2019, executed and delivered by the Mortgagor to the Lender, which was recorded with the Recorder's Office in and for Cook County, Illinois (the "**Recorder's Office**") as Instrument No. 1934522032 (the "**Security Instrument**"), constituting a first priority lien on, and granting a security interest on and in, a parcel of land and the buildings and other improvements thereon, located at 5100 West 123rd Street, Alsip, Cook County, Illinois, as more particularly described on attached Exhibit A which is made a part of this Agreement, and such other property described therein (the "**Property**"); and (ii) that certain Assignment of Leases and Rents dated December 5, 2019, executed and delivered by the Mortgagor to the Lender, which was recorded in the Recorder's Office as Instrument No. 1934522033 (the "**Lease Assignment**") (the Security Instrument and the Lease Assignment are hereinafter collectively called the "**Real Estate Documents**"). The Note, as restated by the Restated Note, the Loan Agreement, as amended by the First Amendment and the Second Amendment, the Real Estate Documents, as amended by the Second Amendment and this Agreement, and all other security instruments, security agreements, pledge agreements, collateral assignments, and other agreements, instruments, certificates and documents executed and/or delivered in connection with the Loan, some or all of which are more fully described on attached Exhibit B, which is made a part of this Agreement, are as amended from time to time, collectively the "**Loan Documents**".

E. As a condition to the Lender's execution of the Second Amendment, the Lender has required and the Borrower has agreed to amend the Security Instrument and Lease Assignment to provide that the Security Instrument and Lease Assignment shall also secure payment of the Loan Increase, as evidenced by the Restated Note, and performance of all of the Mortgagor's and Borrower's obligations under the Loan Documents, as modified by the Second Amendment (the "**Obligations**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Real Estate Documents are amended as set forth in Exhibit B. Any and all references to any Real Estate Document(s) in any other Loan Document shall be deemed to refer to the Real Estate Documents as amended by this Agreement. This Agreement is deemed incorporated into the Real Estate Documents. Any initially capitalized terms used in this Agreement without definition shall have the meanings assigned to those terms in the Loan Agreement and the other Loan Documents. To the extent that any term or provision of this Agreement is or may be inconsistent with any term or provision in the Real Estate Documents, the terms and provisions of this Agreement shall control.

2. The Mortgagor hereby agrees that the Real Estate Documents and the Property shall secure, in addition to the performance of all of the Mortgagor's and Borrower's Obligations under the Restated Note, the Real Estate Documents and the other Loan Documents, the payment of the Obligations evidenced by the Restated Note, including the Loan Increase, with interest as provided therein and all other sums due thereunder and under the other Loan Documents.

3. The Mortgagor hereby certifies that: (a) all of its representations and warranties in the Real Estate Documents are, except as may otherwise be stated in this Agreement: (i) true and correct as of the date of this Agreement, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Agreement by reference, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Real Estate Documents which will not be cured by the execution and

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effectiveness of this Agreement, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Agreement or, if required, has been obtained, and (d) this Agreement has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms (except as such enforcement may be limited by applicable Creditors Rights Laws and similar Laws affecting rights of creditors generally, and general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law.

4. The Mortgagor hereby confirms that the Real Estate Documents, as modified by this Agreement, shall continue as collateral for the Loan unimpaired and in full force and effect, and shall cover and secure all of the Mortgagor's and the Borrower's existing and future Obligations to the Lender, as modified by the Amendment.

5. This Agreement may be signed in any number of counterpart copies and by the parties to this Agreement on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

6. This Agreement will be binding upon and inure to the benefit of the Borrower and the Lender and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State(s) identified in and governing the Real Estate Documents that are being amended hereby (the "State"), excluding its conflict of laws rules, including without limitation the Electronic Transactions Act (or equivalent) in such State (or, to the extent controlling, the laws of the United States of America, including without limitation the Electronic Signatures in Global and National Commerce Act). This Amendment has been delivered to and accepted by the Lender and will be deemed to be made in the State.

8. Except as amended hereby, the terms and provisions of the Real Estate Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Agreement shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of the Lender's rights and remedies (all of which are hereby reserved). **The Mortgagor expressly ratifies and confirms the confession of judgment (if applicable) and dispute resolution, waiver of jury trial or arbitration provisions, as applicable, contained in the Loan Documents, all of which are incorporated herein by reference.**

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The Mortgagor acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

MORTGAGOR:

DREAM INDUSTRIAL ALSIP (IL) LLC,
a Delaware limited liability company

By: _____
Name: Brian Pauls
Title: Authorized Signatory

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

I, Rebecca Taladay a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Brian Pauls, personally known to me as Authorized Signatory of DREAM INDUSTRIAL ALSIP (IL) LLC, a Delaware limited liability company, and 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 as such they signed and delivered the said instrument pursuant to proper authority given said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of May, 2022.

Rebecca Taladay
Notary Public

My Commission Expires: 07/14/2023
[SEAL]

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES 07/14/2023

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LENDER:

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Kyle Jacoby
Title: Vice President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

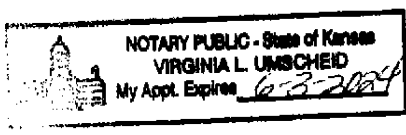
I, Virginia L. Umscheid a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kyle Jacoby, personally known to me as Vice President of PNC BANK, NATIONAL ASSOCIATION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such they signed and delivered the said instrument pursuant to proper authority given said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25 day of May, 2022.

[Signature]
Notary Public

My Commission Expires:
6-3-2024

[SEAL]



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EXHIBIT A LEGAL DESCRIPTION

(Description of Land)

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS :

BEGINNING AT NORTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 1146.39 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE NORTHEASTERLY LINE OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MAY 9, 1958 AS DOCUMENT #17201136, (WHICH POINT OF INTERSECTION IS 1509.54 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4); THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF THE PROPERTY SO CONVEYED, (BEING A STRAIGHT LINE WHICH IF EXTENDED WILL INTERSECT THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28 AT A POINT 1214.48 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID WEST 1/2), A DISTANCE OF 222.63 FEET TO A DEFLECTION POINT IN SAID PROPERTY LINE; THENCE SOUTH EASTWARDLY, CONTINUING ALONG SAID PROPERTY LINE, BEING A LINE FORMING AN ANGLE OF 2 DEGREES 34 MINUTES 34 SECONDS TO THE LEFT WITH THE PREVIOUS LINE AS EXTENDED, A DISTANCE OF 600.61 FEET TO A DEFLECTION POINT IN SAID PROPERTY LINE; THENCE SOUTHEASTWARDLY CONTINUING ALONG SAID PROPERTY LINE, BEING A LINE FORMING AN ANGLE OF 4 DEGREES 47 MINUTES 49 SECONDS TO THE LEFT WITH THE PREVIOUS COURSES EXTENDING, A DISTANCE OF 257.13 FEET TO A DEFLECTION POINT IN SAID PROPERTY LINE; THENCE NORTHEASTWARDLY, CONTINUING ALONG SAID PROPERTY LINE, BEING A LINE FORMING AN ANGLE OF 32 DEGREES 25 MINUTES 03 SECONDS TO THE LEFT WITH THE PREVIOUS LINE EXTENDED, A DISTANCE OF 311.37 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28 A DISTANCE OF 1178.67 FEET TO THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28; AND THENCE WEST ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, A DISTANCE OF 1340.70 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PART THEREOF LYING WEST OF A LINE WHICH IS 367.33 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 28,

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AND ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS :

BEGINNING AT THE NORTHEAST CORNER OF THE SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH EAST 1/4 A DISTANCE OF 973.37 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 33.00 FEET TO A POINT; THENCE EAST ON A LINE PARALLEL WITH AND 33.0 FEET SOUTH OF THE SAID NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 28 A DISTANCE OF 973.37 FEET TO A POINT; THENCE NORTH ON THE EAST LINE OF THE AFORESAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28 A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THEREFROM THE FOLLOWING 2 PARCELS OF LAND CONDEMNED BY THE VILLAGE OF ALSIP IN CASE NUMBER 71 CO 42:

(A):

THE EAST 40 FEET OF THE SOUTH 427 FEET OF THE NORTH 460 FEET OF SAID NORTHWEST 1/4 OF SOUTH EAST 1/4;

(B):

THE WEST 10 FEET OF THE EAST 238.70 FEET OF THE SOUTH 175.70 FEET OF THE NORTH 208.70 FEET OF SAID NORTHWEST 1/4 OF SOUTH EAST 1/4, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

THAT PART FALLING WITHIN 123RD STREET AS SET FORTH ON THE PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 21693168.

ALSO EXCEPTING THEREFROM:

THAT PART OF THE LAND CONVEYED TO THE ALSIP PARK DISTRICT BY QUIT CLAIM DEED RECORDED DECEMBER 11, 1998 AS DOCUMENT NUMBER 08127540;

AND ALSO EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, BY THE SPECIAL WARRANTY DEED RECORDED JUNE 11, 2007 AS DOCUMENT NO. 0716246044,

ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

A TRACT OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 138.65 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4, SAID POINT BEING THE SOUTHWEST CORNER OF 123RD STREET, AS DEDICATED; THENCE NORTH 90 DEGREES WEST, 764.94 FEET ALONG THE LAST SAID SOUTH LINE TO THE EAST LINE OF 123RD STREET; THENCE NORTH 0 DEGREE, 01 MINUTES, 34 SECONDS WEST, 33 FEET ALONG THE LAST SAID LINE; THENCE NORTH 89 DEGREES, 59 MINUTES, 47 SECONDS WEST, 65.83 FEET ALONG THE NORTH LINE OF 123RD STREET TO A LINE 12 FEET EAST OF AND PARALLEL TO AN EXISTING RAILROAD TRACK; THENCE NORTHERLY ON THE LAST SAID LINE ON A CURVE CONVEX TO THE WEST HAVING A RADIUS OF 398.28 FEET, AN ARC DISTANCE OF 37.95 FEET AND A CHORD BEARING OF NORTH 10 DEGREES, 38 MINUTES, 44 SECONDS EAST; THENCE NORTH 13 DEGREES, 04 MINUTES, 23 SECONDS EAST, 35.31 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON A CURVE CONVEX TO THE EAST HAVING A RADIUS OF 422.28 FEET, AN ARC DISTANCE OF 254.46 FEET AND A CHORD BEARING OF NORTH 4 DEGREES, 11 MINUTES, 24 SECONDS WEST; THENCE NORTH 60 DEGREES, 33 MINUTES, 29 SECONDS EAST 37.35 FEET TO A POINT ON CURVE; THENCE EASTERLY ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 385.28 FEET, AN ARC DISTANCE OF 290 FEET AND A CHORD BEARING OF SOUTH 69 DEGREES, 33 MINUTES, 19 SECONDS EAST TO A POINT OF TANGENT; THENCE NORTH 88 DEGREES, 52 MINUTES, 53 SECONDS EAST 125.75 FEET TO A POINT OF CURVE; THENCE EASTERLY ON A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 383.09 FEET, AN ARC DISTANCE OF 106.44 FEET, A CHORD BEARING OF SOUTH 83 DEGREES, 09 MINUTES, 31 SECONDS EAST; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 459.28 FEET, AN ARC DISTANCE OF 417.67 FEET AND A CHORD BEARING OF SOUTH 49 DEGREES, 08 MINUTES, 47 SECONDS EAST TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, 973.37 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES TO LAST DESCRIBED COURSE 33 FEET TO A POINT; THENCE EAST ON A LINE PARALLEL WITH AND 33 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST 1/4 OF

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SECTION 28, 973.37 FEET TO A POINT; THENCE NORTH ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, 33 FEET TO THE POINT OF BEGINNING,

(EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO ALSIP PARK DISTRICT, A MUNICIPAL CORPORATION BY DEED RECORDED MAY 18, 1998 AS DOCUMENT NO. 98408715, LEGALLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28 A DISTANCE OF 33 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 121.32 FEET TO A POINT; THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 WHICH LIES A DISTANCE OF 139 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE EAST ON THE NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 139 FEET TO THE POINT OF BEGINNING.) IN COOK COUNTY, ILLINOIS

AND EXCEPTING THAT PART OF FALLING WITHIN 123RD STREET AS SET FORTH ON PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 21693168.

FOR INFORMATIONAL PURPOSES ONLY:
PERMANENT INDEX NUMBERS:

Permanent Index Numbers: 24-28-202-015-0000
(Affects Parcel 2)
24-28-400-077-0000
(Affects Parcel 3)
24-28-400-078-0000
(Affects Parcel 1)

Common Address: 5100 West 123rd Street, Alsip, Cook County, Illinois

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EXHIBIT B TO MODIFICATION AGREEMENT

1. From and after the date of this Agreement, all references in the Real Estate Documents to the Note and the indebtedness evidenced thereby shall mean and refer to the Note as amended and restated by the Restated Note, and the indebtedness evidenced thereby including, but not limited to, the Loan Increase. Accordingly, all references in the Real Estate Documents to the sum of "ONE HUNDRED THIRTY MILLION AND 00/100 DOLLARS (\$130,000,000.00)" are hereby deleted and the sum of "ONE HUNDRED SEVENTY-THREE MILLION FIVE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED NINETY-NINE AND 90/100 DOLLARS (\$173,541,499.90)" is substituted therefor, and all references to the term "Loan" shall mean and refer to the principal amount of "\$173,541,499.90".

Property of Cook County Clerk's Office