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THIS INSTRUMENT PREPARED  
BY AND RETURN TO:

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Chicago, IL 60601

Doc# 2218215032 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/01/2022 01:23 PM PG: 1 OF 7

NOTE TO CLERK: THIS INSTRUMENT IS A MODIFICATION OF THAT CERTAIN CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT RECORDED ON DECEMBER 20, 2019, WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 1935417101.

## SECOND MODIFICATION TO LOAN DOCUMENTS

**THIS SECOND MODIFICATION TO LOAN DOCUMENTS** (this "Modification") is dated as of June 29, 2022, but is made effective as June 19, 2022 ("Effective Date"), by and between **GW TOUHY WESTERN LLC**, an Illinois limited liability company ("Borrower"), and **BYLINE BANK** ("Bank").

### WITNESSETH

A. On December 19, 2019, Bank made a loan to Borrower in the principal amount of \$3,677,882.00 ("Loan"), as evidenced by that that certain Construction Loan Agreement dated December 19, 2019 by and between Borrower and Bank (the "Loan Agreement") and that certain Construction Mortgage Note in the principal amount of \$3,677,882.00 dated December 19, 2019, made by Borrower in favor of Bank (the "Original Note"), which Original Note was amended and Restated by that certain Amended and Restated Construction Mortgage Note in the principal amount of \$3,677,882.00 dated as of July 2, 2021 but effective as of June 19, 2021, made by Borrower in favor of Bank (the "Replacement Note").

B. The Original Note was, and the Replacement Note is, secured by, among other things: (i) that certain Construction Mortgage, Assignment of Leases and Rents, and Security Agreement dated December 19, 2019 made by Borrower in favor of Bank and recorded on December 20, 2019 with the Cook County Recorder of Deeds as Document Number 1935417101 (the "Mortgage"); (ii) that certain Assignment of Leases and Rents dated December 19, 2019 made by Borrower in favor of Bank and recorded on December 20, 2019 with the Cook County Recorder of Deeds as Document Number 1935417102 (the "ALR"); (iii) that certain Security Agreement dated December 19, 20219 by and between Borrower and Bank (the "Security Agreement"); (iv) that certain Guaranty of Payment and Completion dated December 19, 2019 in favor of Bank

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executed by Shai Wolkowicki (“Wolkowicki”) with respect to the Original Note (the “Wolkowicki Guaranty”); (v) that certain Guaranty of Payment and Completion dated December 19, 2019 in favor of Bank executed by Mitchell H. Goltz, as Trustee of the Mitchell H. Goltz Living Trust u/t/a dated June 11, 2014 (“Goltz Trust”) with respect to the Original Note (the “Goltz Guaranty”); (vi) that certain Guaranty of Payment and Completion dated December 19, 2019 in favor of Bank executed by Rick E. Heidner (“Heidner”, who together with Wolkowicki and the Goltz Trust shall be collectively referred to herein as “Guarantors” and each, a “Guarantor”) with respect to the Original Note (the “Heidner Guaranty”, which together with the Wolkowicki Guaranty and the Goltz Guaranty shall be collectively referred to herein as the “Guaranties”); and (vii) that certain Environmental Indemnity Agreement dated December 19, 2019 made by Borrower and Guarantors in favor of Bank (“Indemnity,” which together with the Replacement Note, Loan Agreement, Mortgage, ALR, Security Agreement, Guaranties and all other documents evidencing and/or securing the Loan shall be referred to herein collectively as the “Loan Documents”).

C. Loan Documents were amended by that certain Modification to Loan Documents dated as of July 2, 2021 but effective as of June 19, 2021 by and between Borrower and Bank and recorded on July 16, 2021 with the Cook County Clerk as Document Number 2119722032.

D. The property encumbered by the Mortgage and ALR is commonly known as 7131 N. Western Avenue, Chicago, Illinois 60645 (the “Property”), and is legally described on Exhibit A attached hereto and made a part hereof.

E. Borrower desires, and Bank has agreed, to extend the Maturity Date (as defined in the Replacement Note) to September 17, 2022, and to make such other amendments and modifications as may be set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Loan Documents be and are hereby modified and amended as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

2. Amendment to the Loan Documents. The Maturity Date of the Replacement Note is hereby extended to September 17, 2022. All references to the “Due Date” or the “Maturity Date” in any of the Loan Documents, including, without limitation, the Loan Agreement and the Replacement Note, shall mean September 17, 2022.

3. Conditions to Effectiveness. This Modification shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of Bank:

- (a) All parties shall have executed and delivered this Modification.
- (b) Each Guarantor shall have executed and delivered to Bank a Reaffirmation of Guaranty in form and substance acceptable to Bank in its sole discretion.
- (c) Bank shall have received a date down endorsement to its loan policy, which shall be in form and substance acceptable to Bank in its sole discretion.

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(d) Borrower shall have paid to Bank all costs and expenses of Bank in connection with the preparation, execution and delivery of this Modification and any other documents delivered in connection herewith, including, without limitation, the fees and expenses of: (i) Bank's legal counsel; (ii) the cost of recording this Modification; and (iii) the date down endorsement to Bank's loan policy.

(e) Borrower shall have paid to Lender an extension fee of \$4,500.00 in connection with this Modification.

4. Full Force and Effect. The provisions of the Loan Documents, as respectively amended hereby, are in full force and effect and the Loan Documents as so amended are hereby ratified and confirmed.

5. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Loan Documents, or the covenants, conditions and agreements therein contained, as amended.

6. Conflict. In the event of conflict between any of the provisions of the Loan Documents and this Modification the provisions of this Modification shall control.

7. Representations. Borrower hereby renews, remakes and reaffirms the representations and warranties contained in the Loan Documents except that (i) representations or warranties made as of a certain date remain true as of the date made; and (ii) all representations and warranties are deemed updated by virtue of (A) disclosures made to or, if approval is required by Bank, the approvals given by Bank; and (B) actions taken by Borrower in accordance with the Loan Documents.

8. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.

9. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

[Signature pages follow]

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IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

**BORROWER:**

**GW TOUHY WESTERN LLC,**  
an Illinois limited liability company

By: GW Property Group, LLC-Series 109,  
a Delaware limited liability company,  
its Manager

By: The Mitchell Goltz Living Trust u/t/a  
dated June 11, 2014, a Member

By: Mitchell Goltz  
Mitchell Goltz, Trustee

By: Shai Wolkowicki  
Shai Wolkowicki, a Member

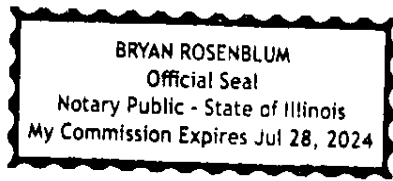
STATE OF ILLINOIS        )  
  )        SS  
COUNTY OF COOK        )

I, Bryan Rosenblum, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mitchell Goltz, the Trustee of The Mitchell Goltz Living Trust u/t/a dated June 11, 2014, a Member of **GW PROPERTY GROUP, LLC-SERIES 109**, the manager of **GW TOUHY WESTERN LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **Second Modification to Loan Documents**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the company and as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of JUNE, 2024.

Bryan Rosenblum  
Notary Public

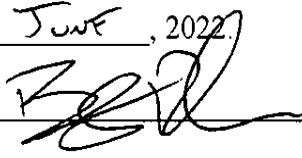
My Commission Expires: 7/28/2024



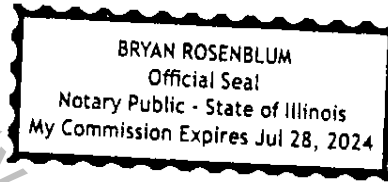
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STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )        SS

I, BRYAN ROSENBLUM, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Shai Wolkowicki, a Member of **GW PROPERTY GROUP, LLC-SERIES 109**, the manager of **GW TOUHY WESTERN LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **Second Modification to Loan Documents**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the company and as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of June, 2022.  
\_\_\_\_\_  
Notary Public 

My Commission Expires: 7/28/2024



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IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

**BANK:**

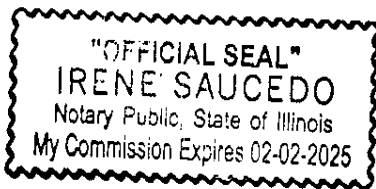
**BYLINE BANK**

By: *Matthew T. Robertson*  
Matthew T. Robertson, Senior Vice President

STATE OF ILLINOIS    )  
  ) ss.  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Matthew T. Robertson, personally known to me to be a Senior Vice President of Byline Bank 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 he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act of such bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of June, 2022.



*Irene Saucedo*  
Notary Public  
My Commission expires: 2/2/2025

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## EXHIBIT A

### Legal Description

Parcel 1:

Lots 141 to 150 both inclusive in the Resubdivision of Lot 95 in McGuire and Orr's Ridge Boulevard Addition to Rogers Park in the Northwest 1/4 of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian (except that part of said Lot taken for widening of Western Avenue) in Cook County, Illinois.

Parcel 2:

All that part of the vacated North-South 16 foot public alley lying West of the West line of Lot 143; lying East of the East line of Lots 144 to 150, both inclusive; lying South of a line drawn from the Northwest corner of said Lot 143 to the Northeast corner of said Lot 144; and lying North of the South line of said Lot 150 produced East to the West line of said Lot 143, all in subdivision of Lot 95 in McGuire and Orr's Ridge Boulevard Addition to Rogers Park in the Northwest 1/4 of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian; said part of public alley further described as the North 179 feet, more or less, of the North-South 16 foot public alley in the block bounded by West Touhy Avenue, West Estes Avenue, North Western Avenue and North Oakley Avenue.

Commonly known as: 7131 N. Western Avenue, Chicago, Illinois 60645

Parcel No.: 11-31-100-016-0000, 11-31-100-001-0000, 11-31-100-002-0000, 11-31-100-003-0000, 11-31-100-004-0000, 11-31-100-005-0000, 11-31-100-006-0000, 11-31-100-007-0000, 11-31-100-015-0000, 11-31-100-017-0000