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Doc#: 2219312023 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/12/2022 09:27 AM Pg: 1 of 7

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606
Attention: Diana Y. Tsai, Esq.

THIS DOCUMENT PREPARED BY:

Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606
Attention: Diana Y. Tsai, Esq.
NCS 736438A KH

(Space Above This Line For Recorder's Use)

SECOND MODIFICATION AGREEMENT (Construction Mortgage)

This Second Modification Agreement (Construction Mortgage) (this "Modification Agreement") is made as of July 1, 2022, by Gold Eagle Co., an Illinois corporation ("Mortgagor"), and Bank of America, N.A. ("Mortgagee").

Factual Background

A. Mortgagor executed a certain Construction Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 28, 2015 for the benefit of Mortgagee and recorded on September 30, 2015, as Document Number 1527322029, Official Records of Cook County, State of Illinois (as amended, restated, modified or supplemented and in effect from time to time, the "Original Mortgage"). The Original Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Mortgagee have heretofore entered into that certain First Modification Agreement (Construction Mortgage) dated as of August 30, 2017 and recorded on October 6, 2017 as Document Number 1727945051, Official Records of Cook County, State of Illinois (the "First Modification"), pursuant to which the Original Mortgage was modified in certain respects. The Original Mortgage, as amended by the First Modification, and as it may be further amended, restated, modified or supplemented and in effect from time to time, is hereinafter referred to as the "Mortgage".

C. Mortgagor and Mortgagee desire to further amend the Mortgage as set forth below.

Agreement

Therefore, Mortgagor and Mortgagee agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.
2. The Debt Instrument secured by the Mortgage has changed or has been modified and Mortgagee has increased the amount of indebtedness to Obligor which is intended to be secured with the

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Mortgage. Accordingly, Paragraph 2.1(a) of the Mortgage which describes the Debt Instrument is hereby modified to read as follows in its entirety:

(a) Payment of all obligations of Gold Eagle Co., an Illinois corporation ("Obligor"), to Mortgagee arising under the instrument(s) or agreement(s) described below (collectively, the "Debt Instrument") with respect to the construction draw term loan (Facility No. 3):

(i) a certain Second Amended and Restated Loan Agreement dated as of September 28, 2015 between Obligor and Mortgagee, as amended by that certain Amendment No. 2 to Second Amended and Restated Loan Agreement dated as of August 30, 2017, that certain Amendment No. 3 to Second Amended and Restated Loan Agreement dated as of September 16, 2019, that certain Amendment No. 4 to Second Amended and Restated Loan Agreement dated as of September 30, 2020 and that certain Amendment No. 5 to Second Amended and Restated Loan Agreement dated as of July 1, 2022, and as it may be further amended, restated, modified or supplemented and in effect from time to time, which provides for, among other things, a construction draw term loan (Facility No. 3) in the principal amount of Ten Million One Hundred Fifty Thousand and No/100 Dollars (\$10,150,000.00), the terms of which are incorporated herein by reference.

(ii) This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety.

3. The date of the First Modification is hereby updated to read as "August 30, 2017".

4. For the avoidance of doubt, the terms of all Debt instruments (as defined in the Mortgage) are incorporated into the Mortgage by reference.

5. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

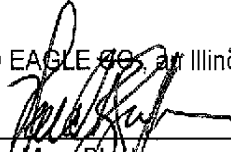
6. This Modification Agreement shall be governed by the laws of the state of Illinois.

[Remainder of page intentionally left blank; signature page follows]

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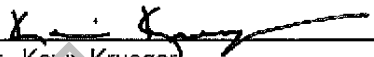
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

GOLD EAGLE 995, an Illinois corporation

By: 
Name: Marc Blackman
Title: Chief Executive Officer

BANK OF AMERICA, N.A.

By: _____
Name: Gregory A. Ziesemer
Title: Senior Vice President

By: 
Name: Kevin Krueger
Title: Chief Financial Officer

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Robin M. Chiti a notary public in and for said County, in the State aforesaid, do hereby certify that Marc Blackman personally known to me to be the Chief Executive Officer of Gold Eagle Co., an Illinois corporation, 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 severally acknowledged that as such Chief Executive Officer, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of June, 2022.



ROBIN M. CHITI

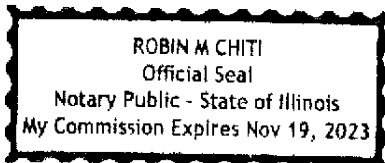
Robin M. Chiti
Notary Public

Commission expires: November 19, 2023

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Robin M. Chiti a notary public in and for said County, in the State aforesaid, do hereby certify that Kevin Krueger personally known to me to be the Chief Financial Officer of Gold Eagle Co., an Illinois corporation, 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 severally acknowledged that as such Chief Financial Officer, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of June, 2022.



ROBIN M. CHITI

Robin M. Chiti
Notary Public

Commission expires: November 19, 2023

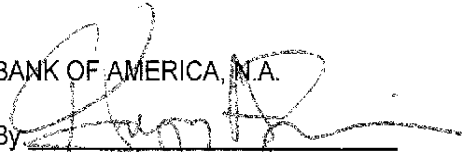
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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

GOLD EAGLE CO., an Illinois corporation

BANK OF AMERICA, N.A.

By: _____
Name: Marc Blackman
Title: Chief Executive Officer

By: 
Name: Gregory A. Ziese
Title: Senior Vice President

By: _____
Name: Kevin Krueger
Title: Chief Financial Officer

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STATE OF ILLINOIS

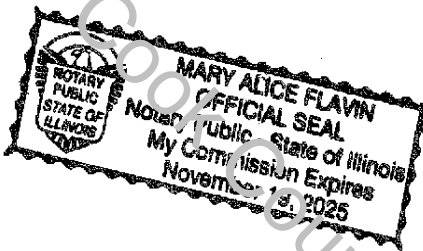
COUNTY OF Cook) SS.

I, Mary Alice Flavin a notary public in and for said County, in the State aforesaid, do hereby certify that Gregory A. Ziesemer personally known to me to be a Senior Vice President of Bank of America, N.A., 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 severally acknowledged that as such Senior Vice President, he signed and delivered the said instrument, pursuant to authority given by the Bank of America, N.A., as his free and voluntary act and as the free and voluntary act and deed of Bank of America, N.A., for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of June, 2022.

Mary Alice Flavin
Notary Public

Commission expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

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

THAT PART OF LOT "B" IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, ON APRIL 29TH, 1897, IN BOOK 67 OF PLATS, PAGE 44 AS DOCUMENT NO. 2530529, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST 44TH STREET (A PRIVATE STREET) AND THE WEST LINE OF SOUTH KILDARE BOULEVARD (A PRIVATE STREET); THENCE SOUTH ALONG SAID WEST LINE OF SOUTH KILDARE BOULEVARD, A DISTANCE OF 338 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 607.19 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 265.78 FEET TO AN INTERSECTION WITH A LINE 310.15 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 17.98 FEET; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 276.37 FEET, TO A POINT 17.95 FEET NORTH OF AFORESAID PARALLEL LINE WHICH IS 687.19 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE SOUTH ALONG A LINE PERPENDICULAR TO AFORESAID PARALLEL LINE, SAID DISTANCE OF 17.95 FEET; THENCE WEST ALONG SAID PARALLEL LINE, WHICH IS 687.19 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3, A DISTANCE OF 26.24 FEET TO AN INTERSECTION WITH A LINE 7.43 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID PARALLEL LINE (SAID PARALLEL LINE BEING THE EAST LINE OF A STRIP OF LAND CONVEYED TO PACIFIC CAR AND FOUNDRY COMPANY BY DEED RECORDED IN SAID RECORDER'S OFFICE ON THE 6TH DAY OF JANUARY 1970 AS DOCUMENT NO. 21051178), A DISTANCE OF 17.95 FEET TO THE NORTHEAST CORNER OF SAID STRIP OF LAND; THENCE WEST ALONG THE NORTH LINE OF THE STRIP OF LAND SO CONVEYED, A DISTANCE OF 720.50 FEET TO AN INTERSECTION WITH A LINE 713.07 FEET WEST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 320.12 FEET TO AN INTERSECTION WITH SAID SOUTH LINE OF WEST 44TH STREET; AND THENCE EAST ALONG SAID SOUTH LINE OF WEST 44TH STREET, A DISTANCE OF 1289.00 FEET TO THE POINT OF BEGINNING.

Street Address of Property: 4400 South Kildare Avenue, Chicago, Illinois 60632

PIN: 19-03-400-192-0000