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After Recording Return to:



Doc# 2301222000 Fee \$71.00

Construction Loan Services II, LLC
1019 39th Ave SE, STE 220
Puyallup, WA 98374
Attn: Marcus Skeem

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/12/2023 09:04 AM PG: 1 OF 11

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF CONTRACTS AND PLANS, AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE (this "**Amendment**") is dated as of December __, 2022, and is made by VETERANS SERVICES, LLC, a Delaware limited liability company ("**Borrower**" or "**Grantor**"), whose mailing address is 70 Southeast 4th Avenue, Delray Beach, FL 33483, for the benefit of CONSTRUCTION LOAN SERVICES II, LLC, a Washington limited liability company ("**Lender**" or "**Beneficiary**"), whose mailing address is 1019 39th Ave SE, Suite 220, Puyallup, WA 98374.

RECITALS

A. Borrower obtained an acquisition and construction loan from Lender in the maximum principal amount of \$27,628,069.61 (the "**Loan**"). The Loan is evidenced by a Promissory Note dated April 28, 2022 ("**Note**") and a Loan Agreement dated April 28, 2022 (the "**Loan Agreement**").

B. Borrower's obligations under the Loan are secured by a Mortgage, Security Agreement, Assignment of Leases and Rents, Assignment of Contracts and Plans, and Fixture Filing dated April 28, 2022 recorded in Cook County, Illinois on May 3, 2022 under Document No. 2212322027 (the "**Mortgage**"), against the real and personal property legally described therein (the "**Property**").

C. Contemporaneously herewith, Borrower and Lender have entered into that certain First Amendment to Loan Documents (the "**Modification Agreement**") to increase the principal amount of the Loan and increase the interest rate.

D. Borrower and Lender are entering into this Amendment pursuant to the terms of the Modification Agreement to modify the terms of the Mortgage to secure Borrower's obligations under the Note and Loan Agreement, as modified by the Modification Agreement.

AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

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1. **TERMINOLOGY.** All capitalized terms used herein shall have the meanings given to them in the Mortgage, unless a different meaning is assigned herein or required from the context in which such term is used.

2. **AMENDMENT TO MORTGAGE.** The Mortgage is hereby amended and modified as follows:

2.1 **Modification Agreement.** The Mortgage shall secure, without limitation and in addition to all obligations currently secured thereby, the making of all payments and the performance of all obligations of Borrower under the Note and Loan Agreement, as modified and amended by the Modification Agreement, including an increase in the interest rate. The terms and conditions of the Modification Agreement are incorporated herein by this reference.

2.2 **Increase in Maximum Principal Amount of Loan.** Section 1.2.1 of the Mortgage is amended to reflect an increase in the maximum principal amount of the Loan to \$31,983,969.61.

3. **LIEN PRIORITY.** All of the Property shall remain and continue in all respects subject to the Mortgage, and nothing in this Amendment, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Mortgage or the priority thereof as to such property. Borrower shall provide, at Borrower's sole cost and expense, such endorsements to Lender's existing title insurance coverage as Lender may request insuring the continued first-lien position of the Mortgage, as amended, as to all of the Property, with priority over all encumbrances not agreed to by Lender in writing. Borrower shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who have performed work on or supplied materials to the Property, and shall execute such indemnity agreements, as may be required by the title company in connection with the issuance of such endorsements or policy.

4. **GOVERNING LAW.** This Amendment shall be construed in all respects and enforced according to the laws of the State of Washington, without regard to that state's choice of law rules, provided, however, that any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to the creation, perfection, priority, or enforcement of the lien and security interest of the Mortgage, as amended herein, shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to principles of conflicts of laws.

5. **BINDING EFFECT.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. **COUNTERPARTS.** The parties may execute this Amendment in any number of counterparts and/or duplicate originals, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signatures Appear on Following Page]

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DATED as of the day and year first above written.

GRANTOR / BORROWER:

VETERANS SERVICES, LLC,
a Delaware limited liability company

By: Charles Everhardt
Charles Everhardt
Its Manager

BENEFICIARY/LENDER:

CONSTRUCTION LOAN SERVICES II, LLC,
a Washington limited liability company

By: _____
Name: _____
Title: _____

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DATED as of the day and year first above written.

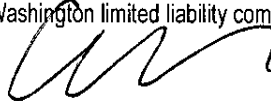
GRANTOR / BORROWER:

VETERANS SERVICES, LLC,
a Delaware limited liability company

By: _____
Charles Everhardt
Its Manager

BENEFICIARY/LENDER:

CONSTRUCTION LOAN SERVICES II, LLC,
a Washington limited liability company

By:  _____
Name: Elizabeth Blum
Title: Chief operating officer

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STATE OF FLORIDA

COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 29 day of DECEMBER, 2022, by Charles Everhardt, Manager on behalf of Veterans Services, LLC, a Delaware limited liability company.

[Signature]
Notary Public

My Commission expires: July 15 2025

[SEAL]

Property of Cook County Clerk's Office



Johan Sandoval
Comm.: HH 154536
My Commission Expires:
July 15, 2025

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STATE OF WASHINGTON

COUNTY OF Pierce) ss.

This record was acknowledged before me on this 3 day of January, 2022 by Elizabeth Grein as the Chief Operating Officer of CONSTRUCTION LOAN SERVICES II, LLC, a Washington limited liability company. TR

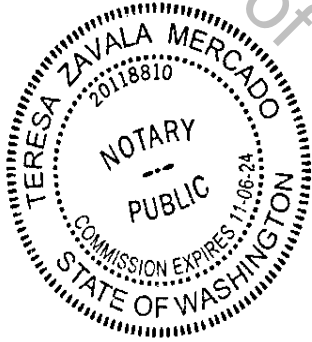
[Stamp Below]



Signature

NOTARY PUBLIC in and for the State of Washington

My Commission Expires 11/06/24



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LEGAL DESCRIPTION

Unit Student Housing Phase I, Unit Student Housing Phase II and Unit Commissary Unit in Lockwood-Blue Island Metro South Condominium as delineated on a survey of the following described real estate:

Tract 1:

Parcel 1:

Lots 5 and 6 in Uhllich's Subdivision of part of Block 7 in Sander's Second Addition to the town of Blue Island, a Subdivision of part of the South 1/2 of the Northwest 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of blocks 10 and 12 lying West of the West line of Irving Street in Sander's Second Addition to the town of Blue Island, a subdivision of part of the South 1/2 of the northwest quarter of Section 31, Township 37 North, Range 14, East Of The Third Principal Meridian, In Cook County, Illinois

Parcel 3:

That part of block 8, (lying West of Irving Street), (except the South 50 feet of the West 181.5 feet) in Sanders' Second addition, to the town of Blue Island, a Subdivision of part of South 1/2 of the Northwest 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

That part of block 8, in Sanders' Second addition to the town of Blue Island, a Subdivision of part of South 1/2 of the Northwest 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said block 8; thence running East on the South line of block 8, 181.5 feet, thne North parallel with the West line of said block 50 feet; thence West parallel with the South line of said block 8, 181.5 feet to the West line of said block, thence South along te West line of said block 8, 50 feet to the place of beginning, in Cook County, Illinois

Tract II:

The North 10.00 feet of Lot 39 and Lot 40 (except the West 200.00 feet and except the North 34.00 feet of Said Lot 40) in J.P. Young's Second Addition to Blue Island, in the Northwest 1/4

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of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tract III:

Parcel 1:

Lots 1, 2, 3 and the South 6.00 feet of Lot 4 in the Subdivision of Lot 39 (except the North 10.00 feet thereof) in J. P. Young's Second Addition to Blue Island, a Subdivision of part of Blocks 1, 2 and 3 in Wattle's Addition to Blue Island in the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The East 105.00 feet of Lot 8 in Block 3 in Wattle's Addition to Blue Island, a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The South 75.00 feet of Lot 7 (except the West 160.00 feet thereof) in Block 3 in Wattle's Addition to Blue Island, a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tract IV:

All of Lot 5 and Lot 4 (except the South 6.00 feet thereof) in the Subdivision of Lot 39 (except the North 10.00 feet thereof) in J.P. Young's Second Addition to Blue Island in the Northwest 1/4 of Section 31, Township 37 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tract V:

Intentionally Omitted

Tract VI:

Intentionally Omitted

Tract VII:

Intentionally Omitted

Tract VIII:

Intentionally Omitted

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Tract IX

Parcel 1:

That part of Block 7 in Sander's Second Addition to Blue Island, a Subdivision of part of the South 1/2 of the Northwest 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at the Southwest Corner of Said Block 7; Thence East along South Line of Said Block, 116.4 feet; thence North 60.00 feet; thence West 116.4 feet to the West Line of Said Block; thence South 60.00 feet to the point of beginning.

Parcel 2:

Lot 7 of Uhlich's Subdivision of part of Block 7 in Sander's Second Addition to the town of Blue Island, a Subdivision of part of the South 1/2 of the Northwest 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tract X:

Parcel 1:

Lots 1, 2, 9, 10 and 3 (except the West 30.00 feet of Said Lot 3) and Lot 8 (except the West 30.00 feet of Said Lot 8) in Block 5 in Sander's Addition to Blue Island, a Subdivision of part of the Northwest 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Block 4 (except part conveyed to railroad) in Sander's Addition to Blue Island, a Subdivision of part of the Northwest 1/4 of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Tract XI:

Parcel 1:

The North 75.00 feet of the South 89.00 feet (except the East 214.00 feet) of Lot 41 in J. P. Young's Second Addition to Blue Island according to the map thereof recorded August 11, 1887 in Book 27 of Plats Page 4 as Document 860207 in Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

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The West 200.00 feet of Lot 40 and the West 200.00 feet of the South 14.00 feet of Lot 41 in J. P. Young's Second Addition to Blue Island in the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tract XII:

The West 100.00 feet of the East 208.00 feet of Lot 40 and the West 100.00 feet of the East 208.00 feet of the South 4.00 feet of Lot 41 in J. P. Young's Second Addition to Blue Island in the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

25-31-105-022-0000

25-31-105-023-0000

25-31-105-030-0000

25-31-105-046-0000

25-31-105-047-0000

25-31-105-052-0000

25-31-105-053-0000

25-31-105-058-0000

25-31-105-061-0000

25-31-105-062-0000

25-31-105-064-0000

25-31-113-011-0000

25-31-114-005-0000

25-31-114-008-0000

25-31-115-001-0000

25-31-115-002-0000

25-31-115-003-0000

25-31-115-004-0000

25-31-115-005-0000

25-31-115-006-0000

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25-31-120-003-0000

25-31-123-001-0000

Address: 12935 South Gregory, Blue Island, IL 60406

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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