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Doc# 2302541074 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/25/2023 03:44 PM PG: 1 OF 5

WHEN RECORDED MAIL TO:

Lakeside Bank
UIC/Near West
1055 W Roosevelt
Chicago, IL 60608

SEND TAX NOTICES TO:

Lakeside Bank
UIC/Near West
1055 W Roosevelt
Chicago, IL 60608

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Amanda Neuman
Lakeside Bank
1055 W Roosevelt
Chicago, IL 60608

LR 6719274 4y5

MODIFICATION OF MORTGAGE



#####074009162022#####

THIS MODIFICATION OF MORTGAGE dated September 16, 2022, is made and executed between WABASH-HARRISON PARK ONE, L.L.C., an Illinois limited liability company, whose address is 65 E. Harrison Street, Chicago, IL 60605-1614 (referred to below as "Grantor") and Lakeside Bank, whose address is 1055 W Roosevelt, Chicago, IL 60608 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 16, 2021 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded at the Cook County Recorder of Deeds on April 6, 2021 as Document Number 2109603113.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

PARCEL 6: THE NORTH 1/2 OF LOT 7 (EXCEPT THE EAST 8 FEET THEREOF USED FOR ALLEY) IN BLOCK 12 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-15-111-005-0000 PARCEL 6

PARCEL 7: THE SOUTH 1/2 OF LOT 7 (EXCEPT THAT PART TAKEN OR USED FOR ALLEY) IN BLOCK 12 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE (Continued)

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17-15-111-006-0000 PARCEL 7

PARCEL 8: THE NORTH 1/2 OF LOT 10 (EXCEPT THE EAST 8.00 FEET THEREOF) IN BLOCK 12 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-15-111-007-0000 PARCEL 8

PARCEL 9: THE SOUTH 1/2 OF LOT 10 IN BLOCK 12 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO (EXCEPT THE EAST 8 FEET THEREOF TAKEN AND USED FOR ALLEY), SAID PREMISES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE EAST ALONG THE NORTH LINE OF HARRISON STREET, 172 FEET MORE OR LESS TO THE WEST LINE OF THE NORTH AND SOUTH ALLEY THROUGH SAID BLOCK 12; THENCE NORTH ALONG THE WEST LINE OF SAID ALLEY 40 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF HARRISON STREET, 172 FEET MORE OR LESS TO THE EAST LINE OF WABASH AVENUE; THENCE SOUTH ON THE EAST LINE OF WABASH AVENUE, TO THE POINT OF BEGINNING, OF SECTION 15 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-15-111-008-0000 PARCEL 9

The Real Property or its address is commonly known as 50 East Harrison Street, Chicago, IL 60605. The Real Property tax identification number is 17-15-111-005-0000 PARCEL 6; 17-15-111-006-0000 PARCEL 7; 17-15-111-007-0000 PARCEL 8; 17-15-111-008-0000 PARCEL 9.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Delete and restate Note definition as follows: **Note.** The word "Note" means the Promissory Note dated March 16, 2021, in the original principal amount of \$10,500,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancing's, consolidations, and substitutions thereof. The principal loan amount is amended to \$11,544,018.45. Delete and restate Maximum Lien definition as follows: **Maximum Lien.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$23,088,036.90. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. All other terms and conditions of the loan documents shall remain in full force and effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.


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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 16, 2022.


GRANTOR:

WABASH-HARRISON PARK ONE, L.L.C.

By: 
Andriyous Youkhana, Manager of WABASH-HARRISON PARK ONE, L.L.C.

LENDER:

LAKESIDE BANK

X 
Authorized Signer

Property of Cook County Clerk's Office

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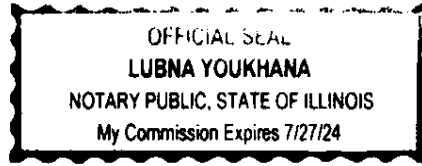
MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 25TH day of OCTOBER, 2022 before me, the undersigned Notary Public, personally appeared **Andriyous Youkhana, Manager of WABASH-HARRISON PARK ONE, L.L.C.**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By LUBNA YOUKHANA Residing at 2832 W. TARLATA ST
CHICAGO, IL 60645
 Notary Public in and for the State of ILLINOIS
 My commission expires 7/27/2024



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF DuPage)

On this 25th day of October, 2022 before me, the undersigned Notary Public, personally appeared Michael Fogarty and known to me to be the SR VP Commercial Loan, authorized agent for Lakeside Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Lakeside Bank, duly authorized by Lakeside Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Lakeside Bank.

By [Signature]

Residing at 18W076 22nd St.
Oakbrook Terrace
60181 IL

Notary Public in and for the State of ILLINOIS

My commission expires 2-28-26



Cook County Clerk's Office