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This instrument is prepared by and after recording return to:

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Dickinson Wright PLLC  
55 West Monroe, Suite 1200  
Chicago, Illinois 60603

Doc# 2319810019 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/17/2023 01:46 PM PG: 1 OF 8

**MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS**

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS (this "Modification") is made as of the 1<sup>st</sup> day of June, 2023 (the "Effective Date"), by and between CHICAGO JOURNEYMEN PLUMBERS' LOCAL UNION 130, U.A. (the "Union"), and CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1925 AND KNOWN AS TRUST NUMBER 15408 (the "Trust"; collectively with the Union, the "Mortgagor"), jointly and severally, of 1340 W. Washington Blvd., Chicago, IL 60607, and AMALGAMATED BANK OF CHICAGO, an Illinois state chartered bank, its successors and assigns ("Mortgagee"), of 30 N. LaSalle Street, Chicago, IL 60602-2500 (Mortgagor and Mortgagee are each individually a "Party" and collectively, the "Parties").

**RECITALS:**

A. Mortgagee heretofore made a loan (the "Loan") to Mortgagor in the principal amount of Eleven Million Three Hundred Fifty-Six Thousand Seven Hundred and 00/100 Dollars (\$11,356,700.00), pursuant to the terms and conditions of that certain Loan Agreement dated February 28, 2022 by and between Mortgagor and Mortgagee, (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by that certain Promissory Note dated February 28, 2022, in the principal amount of the Loan made payable by Mortgagor to the order of Mortgagee (the "Note").

B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated February 28, 2022 from Mortgagor to Mortgagee recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on March 11, 2022 as document number 2207022034 (the "Mortgage"), which encumbers the real estate commonly known as 1326-36 and 1340 West Washington Boulevard, Chicago, IL 60607 and legally described on Exhibit A attached hereto and made a part hereof, and defined in the Loan Agreement as the Project, (ii) that certain Assignment of Rents and Leases dated February 28, 2022, from Mortgagor to Mortgagee and recorded in the Recorder's Office on March 11, 2022 as document number 2207022035 (the "Assignment of Rents") which encumbers the Project, (iii) that certain Environmental Indemnity Agreement dated February 28, 2022 from Mortgagor to Mortgagee (the "Environmental Indemnity"), and (iv) certain other loan

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documents (the Loan Agreement, Note, Mortgage, Assignment of Rents, Environmental Indemnity and all other documents evidencing, securing and guarantying the Loan, in their original form and as amended thereafter, are sometimes collectively referred to herein as the “**Loan Documents**”).

C. The Loan Documents have been amended by the execution of that certain Modification of Loan Documents of even date herewith by and between Mortgagor and Mortgagee (the “**Amendment**”; as used herein the term Loan Documents shall mean the Loan Documents as modified by the Amendment).

D. In accordance with the provisions of the Amendment, Mortgagor and Mortgagee desire to amend the Mortgage and Assignment of Rents in certain respects, in accordance with the terms and provisions set forth herein.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification), (ii) the agreements by Mortgagee to modify the Loan Documents, as provided in the Amendment, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby expressly incorporated into this Modification by reference.

2. **Loan Amount.** The principal amount of the Loan (or Loan Amount) which is secured by the Mortgage and Assignment of Rents is hereby modified to be Fourteen Million Three Hundred Fifty-Six Thousand Seven Hundred and 00/100 Dollars (\$14,356,700.00).

3. **Loan Documents.** All references in the Mortgage and Assignment of Rents to the Loan Agreement, Note or Loan Documents shall mean and refer to Loan Agreement, Note and Loan Documents as defined in the Recitals to this Modification, as modified by the Amendment and this Modification.

4. **Miscellaneous.**

(a) **Mortgage and Assignment of Rents Remain in Effect.** Except as expressly modified hereby, the terms and provisions of the Mortgage and Assignment of Rents are and remain unmodified and in full force and effect.

(b) **Construction.** This Modification shall not be construed more strictly against Mortgagee than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Mortgagee, it being recognized that Mortgagor and Mortgagee have contributed substantially and materially to the preparation of this Modification, and Mortgagor and Mortgagee each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Modification. Each of the Parties to this Modification represents that it has been advised by its respective counsel of the legal and practical

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effect of this Modification, and recognizes that it is executing and delivering this Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) **No Partnership.** Notwithstanding the execution of this Modification by Mortgagee, the same shall not be deemed to constitute Mortgagee a venturer or partner of or in any way associated with Mortgagor nor shall privity of contract be presumed to have been established with any third party.

(d) **Future Assurances.** Mortgagor hereby acknowledges and agrees that he shall hereafter execute and deliver, or cause to be executed and delivered, and do or cause to be done such further acts as may reasonably be deemed by Mortgagee to be necessary or desirable to carry out and effectuate the intent of this Modification.

(e) **Successors.** This Modification shall be binding on and inure to the benefit of the Parties hereto, and their respective heirs, legatees, executors, estates, legal representatives, assigns and other successors. Mortgagee shall have the right to assign its rights, title, obligations, duties and interests in this Modification directly or indirectly to any other person or entity. Mortgagor shall not have the right to assign his obligations, duties or liabilities arising in connection with this Modification, directly or indirectly without the prior written consent of Mortgagee.

(f) **Adequate Legal Representation.** The Parties hereto acknowledge that they each have been represented by and consulted with their respective attorneys in connection herewith and that they have read, understand and intend to be bound by this Modification and all terms and conditions herein contained. The Parties further acknowledge that all terms, conditions and agreements contained herein represent their voluntary decisions, free of any duress or undue influence or other conduct which would render any such term, condition or agreement void or voidable.

(g) **Applicable Law.** The validity, interpretation, effect and enforceability of this Modification shall be governed by the laws of the State of Illinois, excluding its choice of law rules.

(h) **Severability.** If any provision of this Modification or the application thereof to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Modification or the application of such provision to persons or circumstances, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each provision of this Modification shall be valid and shall be enforced to the fullest extent permitted by law.

(i) **Time.** Time is of the essence of this Modification.

(j) **Entire Agreement.** This Modification contains and states the entire agreement of the Parties hereto and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, if any, are merged into and with this Modification,

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which fully, completely and accurately states and expresses their entire understanding and agreement with regard to the subject matter hereof.

(k) **No Representations.** The Parties hereto acknowledge that, except as expressly set forth herein, no representations or promises, whether express, implied or otherwise, of any kind, nature or description whatsoever have been made to them, as an inducement to entering into this Modification or otherwise, by any other party or partner, director, officer, shareholder, employee, agent or attorney of any other party.

(l) **No Duress.** Mortgagor has freely and voluntarily entered into this Modification after an adequate opportunity to review and discuss the terms and conditions and all factual and legal matters relevant hereto with counsel freely and independently chosen by them and this Modification is being executed without fraud, duress, undue influence or coercion of any kind or nature whatsoever having been exerted by or imposed upon any Party.

(m) **Captions.** The captions in this Modification are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Modification or the scope or content of any of its provisions

(n) **Counterparts.** This Modification may be executed in two or more counterparts, any one of which need not contain the signature of more than one Party and all of which taken together shall constitute one and the same agreement. This Modification shall become effective when fully executed and delivered by all Parties hereto, whether in one or more counterparts.

*[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
FOLLOWS]*

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IN WITNESS WHEREOF, the Parties hereto have executed this Modification effective as of the Effective Date.

MORTGAGOR:

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY,  
AS TRUSTEE UNDER TRUST AGREEMENT  
DATED SEPTEMBER 10, 1925 AND KNOWN  
AS TRUST NUMBER 15408

By: [Signature]  
Name: MARIANA VACA  
Title: ASST. VICE PRESIDENT



STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

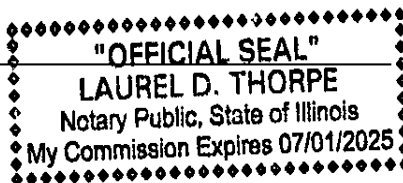
I, Laurel D. Thorpe a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARIANA VACA the ASST. VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1925 AND KNOWN AS TRUST NUMBER 15408, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2 day of June, 2023.

[Signature]  
NOTARY PUBLIC

(SEAL)

My commission expires:



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**MORTGAGOR:**

**CHICAGO JOURNEYMEN PLUMBERS'  
LOCAL UNION 130, U.A.**

By: James F. Coyne  
Name: James F. Coyne  
Title: Business Manager

By: Kenneth A. Turnquist  
Name: Kenneth A. Turnquist  
Title: Financial Secretary – Treasurer

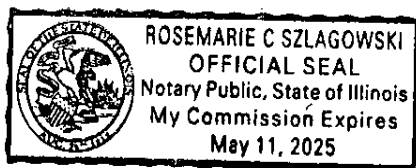
STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK   )

I, Rosemarie C. Sziagowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James F. Coyne the Business Manager of CHICAGO JOURNEYMEN PLUMBERS' LOCAL UNION 130 U.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Business Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said union, for the uses and purposes therein set forth.

**GIVEN** under my hand and notarial seal, this 24<sup>th</sup> day of May, 2023.

Rosemarie C. Sziagowski  
**NOTARY PUBLIC**

My commission expires: May 11, 2025 (SEAL)



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**MORTGAGEE:**

**AMALGAMATED BANK OF CHICAGO, an  
Illinois state chartered bank**

By: *William O. Karth*  
Name: William O. Karth  
Title: EVPICCO

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

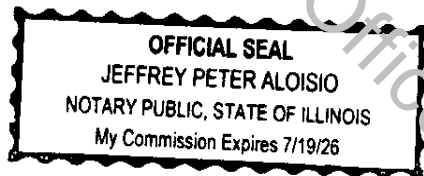
I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that William O. Karth, the EVPICCO of AMALGAMATED BANK OF CHICAGO, an Illinois state chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such EVPICCO, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2<sup>nd</sup> day of June, 2023.

*Jeffrey Peter Aloisio*  
NOTARY PUBLIC

(SEAL)

My commission expires: 7-19-26





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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PREMISES

THAT PART OF BLOCK 5 IN MALCOLM MCNEIL'S SUBDIVISION OF BLOCKS 6, 7 AND 8 OF WRIGHT'S ADDITION TO CHICAGO, ALSO DESCRIBED AS: THE WEST 466 FEET OF LOT 7 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF RANDOLPH STREET AND ADA STREET; THENCE SOUTH 88 DEGREES 36 MINUTES 22 SECONDS WEST, ON THE SOUTH LINE OF SAID RANDOLPH STREET, 100.00 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 20 SECONDS EAST, 172.34 FEET TO THE NORTH LINE OF LOTS 20 TO 27 IN SAID BLOCK 5 OF MALCOLM MCNEIL'S SUBDIVISION; THENCE SOUTH 88 DEGREES 31 MINUTES 24 SECONDS WEST, ON THE SAID NORTH LINE, 300.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 27; THENCE SOUTH 01 DEGREES 32 MINUTES 26 SECONDS EAST, ON THE WEST LINE OF SAID LOT 27, 173.64 FEET TO THE NORTH LINE OF WASHINGTON STREET; THENCE NORTH 88 DEGREES 27 MINUTES 12 SECONDS EAST, ON SAID NORTH LINE, 400.65 FEET TO THE WEST LINE OF ADA STREET; THENCE NORTH 01 DEGREES 38 MINUTES 20 SECONDS WEST, ON SAID WEST LINE, 345.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINs: 17-08-328-027-0000  
 17-08-328-028-0000  
 17-08-328-029-0000  
 17-08-328-030-0000  
 17-08-328-038-0000  
 17-08-328-040-0000

Common Address: 1326-36 and 1340 West Washington Boulevard, Chicago, IL 60607 and Southwest corner of N. Ada St. and W. Randolph St., Chicago, IL 60607