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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/07/2023 09:40 AM PG: 1 OF 6

Prepared by, and after recording  
return to:

Jonathan J. Lutt, Esquire  
Troutman Pepper Hamilton Sanders LLP  
P.O. Box 1122  
Richmond, VA 23218

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Chicago Title

**AMENDMENT TO  
MULTIFAMILY DEED OF TRUST,  
ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT  
AND FIXTURE FILING**

**(ILLINOIS)**

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4310-16 North Keystone

## AMENDMENT TO MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This AMENDMENT TO MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Modification**") is made to be effective as of the 21<sup>st</sup> day of July, 2023, by **4310-16 N. KEYSTONE LLC**, a limited liability company organized and existing under the laws of Illinois (the "**Borrower**"), and **FANNIE MAE**, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq., and duly organized and existing under the laws of the United States ("**Fannie Mae**" or "**Lender**").

### RECITALS:

- A. Pursuant to that certain Multifamily Loan and Security Agreement dated as of June 30, 2020 (the "**Effective Date**"), executed by and between Borrower and Berkley Point Capital LLC, d/b/a Newmark Knight Frank, a Delaware limited liability company ("**Prior Lender**") (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Prior Lender made a loan to Borrower in the original principal amount of Three Million Six Hundred Thirty Thousand and 00/100 Dollars (\$3,630,000) (the "**Loan**"), as evidenced by that certain Multifamily Note dated as of the Effective Date, executed by Borrower and made payable to Prior Lender in the amount of the Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Note**").
- B. The Loan and the Note are secured by that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 30, 2020 and filed for record in the Office of the Cook County, Illinois (the "**Land Records**") on July 9, 2020 in Instrument Number 2019157076 (the "**Security Instrument**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Instrument.
- C. Prior Lender assigned the Security Instrument to Fannie Mae by Assignment of Security Instrument dated as of June 30, 2020 and recorded July 9, 2020 in the Land Records in Instrument Number 2019157077. Fannie Mae is the current holder of the Note.
- D. Prior Lender services the Mortgage Loan on behalf of Fannie Mae.
- E. Borrower has requested that Fannie Mae modify the Security Instrument to amend the property description as set forth on Exhibit A and on Exhibit A of the Assignment of Security Instrument, and the parties hereto intend by these presents to amend said property description on the record with the described property attached hereto as Exhibit A.

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- F. All capitalized terms not defined in this Amendment will have the meanings given to them in the Loan Agreement.

## AGREEMENT:

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Instrument is modified as follows:

1. Amendment to Legal Description. Exhibit A (Legal Description) to the Security Instrument is deleted in its entirety and replaced with the Legal Description attached hereto as Exhibit A.

2. Miscellaneous. Except for this Amendment, all of the remaining conditions and covenants of the Security Instrument remain in full force and effect, unchanged, and the Security Instrument is in all respects ratified, confirmed and approved. All of the terms and conditions of the Security Instrument, to the extent they are not inconsistent with the express provisions set forth herein by this reference.

3. Ratification. In all other respects, the Security Instrument, including the existing Property Description, is ratified, approved and confirmed by the parties hereto.

4. Construction/Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Property Jurisdiction, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives and assigns.

**IN WITNESS WHEREOF**, Borrower and Fannie Mae have executed this Amendment as of the day and year first above written.

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**BORROWER:**

**4310-16 N. KEYSTONE, LLC**, an Illinois limited liability company

By: *Robert S. Levinson*  
Robert S. Levinson  
Manager

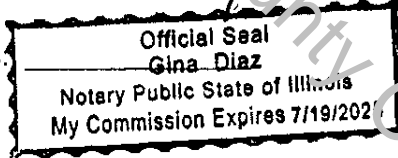
STATE OF Illinois

CITY/COUNTY OF Cook, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this 21<sup>st</sup> day of July, 2023 by Robert S. Levinson who is Manager of 4310 N. Keystone, LLC, an Illinois limited liability company, for and on behalf of the limited liability company.

*Gina Diaz*  
Notary Public

My commission expires:



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**LENDER:**

**FANNIE MAE**

By: Berkley Point Capital LLC, d/b/a Newmark Knight Frank, a Delaware limited liability company, its Attorney in fact

By:   
Name: James Gaffney, Jr.  
Title: Senior Managing Director

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STATE OF Pennsylvania

CITY/COUNTY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this 19<sup>th</sup> day of July, 2023 by James Gaffney, Jr. who is Senior Managing Director of Berkley Point Capital LLC, d/b/a Newmark Knight Frank, a Delaware limited liability company, Attorney in fact for and on behalf Fannie Mae.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9-21-2026

Commonwealth of Pennsylvania Notary Seal  
Jenni R. Nelk, Notary Public  
Montgomery County  
My commission expires September 21, 2026  
Commission number 1009775  
Member, Pennsylvania Association of Notaries

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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 18 AND 19 IN BLOCK 6 IN HUNTING AND OTHERS SUBDIVISION OF THE WEST 662 FEET OF THE EAST 1116 FEET OF THE NORTH 660 FEET WEST OF ELSTON ROAD OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4310 W. N. Keystone  
Chicago, IL. 60641

PIN: 13-15-404-047-1001 ; -1039  
through

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