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Doc#: 2322340277 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/11/2023 03:11 PM Pg: 1 of 9

This instrument was prepared by
and after recording should be
returned to:

Kevan W. Ventura, Esq.
Goldberg Kohn Ltd.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603
Phone: 312.201.4000

PIN: 14-28-312-079-0000

8984997 82

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

MADE BY AND BETWEEN

710 WEST FULLERTON AVENUE, LLC,
a Delaware limited liability company,

and

BMO HARRIS BANK N.A.,
a national banking association,
as Administrative Agent

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SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "**Amendment**"), made as of August 9, 2023, is made and executed by and between 710 WEST FULLERTON AVENUE, LLC, a Delaware limited liability company, having its principal place of business at 7660 Woodway Drive, Suite 400, Houston, Texas 77063, as mortgagor ("**Mortgagor**") and BMO HARRIS BANK N.A., a national banking association, having an address at 320 South Canal Street, Chicago, Illinois 60603, as administrative agent for itself and the other Lenders party to the Loan Agreement from time to time (in such capacity, together with its successors and assigns such capacity, "**Administrative Agent**").

RECITALS

I. Pursuant to the terms of that certain Construction Loan Agreement dated as of August 9, 2017 (as amended prior to the date hereof, the "**Existing Loan Agreement**") by and among Borrower, certain lenders party thereto from time to time (collectively, "**Lenders**") and Administrative Agent, Lenders made a term loan to Borrower and extended other financial accommodations to Borrower in an original principal amount not to exceed \$44,175,000 (the "**Loan**"). The Loan is secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of August 9, 2017 and recorded on August 14, 2017 in the Official Records of Cook County, Illinois as Document No. 1722606086, as amended by that certain First Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of August 9, 2021 and recorded on August 17, 2021 in the Official Records of Cook County, Illinois as Document No. 2122934029 (as so amended, the "**Mortgage**"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Mortgage. A legal description of the real estate encumbered by the Mortgage is attached hereto as Exhibit A (the "**Real Estate**").

II. Borrower, Lenders and Administrative Agent have entered into that certain Third Amendment to Construction Loan Agreement and Other Loan Documents of even date herewith (the "**Loan Agreement Modification**"; the Existing Loan Agreement, as amended by the Loan Agreement Modification, and as hereafter amended, modified, supplemented or replaced from time to time, being referred to herein as the "**Loan Agreement**"). Pursuant to the Loan Agreement Modification, among other things, Administrative Agent and Lenders have agreed to extend the Maturity Date to August 9, 2024. The Loan, as amended by the Loan Agreement Modification, is hereinafter referred to as the "**Amended Loan**." The parties hereto desire to amend the Mortgage to give record notice of additional extension option.

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AGREEMENTS

1. The Recitals hereto are hereby incorporated by reference into the Mortgage.

2. All references in the Mortgage to the "Loan Agreement" shall mean the Loan Agreement as defined herein.

3. All references in the Mortgage to the "Loan" shall mean the Amended Loan as defined herein.

4. Recital A of the Mortgage is hereby amended as follows: by deleting "August 9, 2022, subject to one (1) year extension under Section 2.3.3 of the Loan Agreement" and inserting "August 9, 2024" in place thereof.

5. The Mortgage is hereby amended to conform to the terms hereof. The Mortgage shall remain in full force and effect in accordance with its terms as amended by this Amendment.

6. Mortgagor hereby acknowledges, agrees and reaffirms the Mortgage, as hereby amended, as security for the Amended Loan in an aggregate principal amount of \$44,175,000 and Mortgagor further acknowledges, agrees and reaffirms that the Mortgage retains priority on the Property as required by the Loan Agreement.

7. Nothing herein or in the Loan Agreement Modification or any other documents executed in connection therewith shall constitute a novation. It is Mortgagor's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations, including without limitation to Amended Loan, as amended by the Loan Agreement Modification.

8. This Amendment may be executed in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.


[Signatures appear on following page.]

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IN WITNESS WHEREOF, Mortgagor and Lender have caused this instrument to be executed by their respective duly authorized officers as of the day and year first above written.

MORTGAGOR:

710 WEST FULLERTON AVENUE, LLC, a Delaware limited liability company

By:  _____

Name: Michael C. Durham

Title: Authorized Signatory

MORTGAGEE:

BMO HARRIS BANK N.A., a national banking association

By _____

Name:

Title:

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ACKNOWLEDGMENT

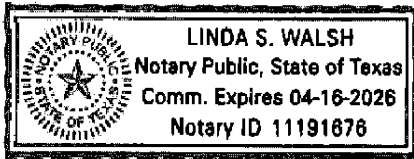
STATE OF TEXAS)

) ss.

~~COUNTY OF HARRIS)~~

I, Linda S. Walsh a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Michael C. Durham the Authorized Signatory of 710 West Fullerton Avenue, LLC, a Delaware limited liability company, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given my hand and notarial seal this 8th day of August, 2023.



Linda S. Walsh
Notary Public

My Commission Expires:
4-16-26

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IN WITNESS WHEREOF, Mortgagor and Lender have caused this instrument to be executed by their respective duly authorized officers as of the day and year first above written.

MORTGAGOR:

710 WEST FULLERTON AVENUE, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Signatory

MORTGAGEE:

EMO HARRIS BANK N.A., a national banking association

By:  _____
Name: Derek Zeller
Title: Director

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ACKNOWLEDGMENT

STATE OF Maryland)
) ss.
 COUNTY OF Montgomery)

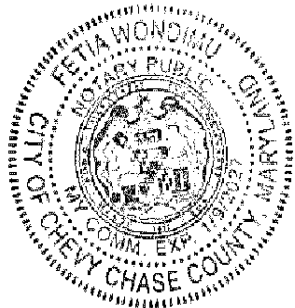
I, Fetia Wordimu, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Derek Zeller, as a Director of BMO Harris Bank N.A., a national banking association, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free voluntary act and deed and as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

Given my hand and notarial seal this 26th day of July, 2023.

Notary Public

My Commission Expires:

1/9/2027



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EXHIBIT A Legal Description

PARCEL 1:

LOTS 97 THROUGH 102, BOTH INCLUSIVE, AND LOT 103 EXCEPT THE NORTH 12.52 FEET OF THE EAST 68.94 FEET THEREOF, TOGETHER WITH THE VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 97 THROUGH 101 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 102 AND LYING EAST OF THE WEST LINE OF SAID LOT 102 PRODUCED SOUTH, ALL IN JOHN T. DAVIS' SUBDIVISION OF THE SOUTH 836 FEET OF OUTLOT "F" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PARCEL BEING ALSO DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 97 THROUGH 103, BOTH INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 97 THROUGH 101 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 102 AND LYING EAST OF THE WEST LINE OF SAID LOT 102 PRODUCED SOUTH DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 97; THENCE NORTH 00 DEGREES 19 MINUTES 41 SECONDS WEST 140.04 FEET ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF SAID LOT 97; THENCE SOUTH 89 DEGREES 59 MINUTES 33 SECONDS EAST 16.76 FEET ALONG THE NORTH LINE OF SAID LOT 97 TO ITS INTERSECTION WITH THE WEST LINE OF THE AFORESAID VACATED ALLEY; THENCE NORTH 00 DEGREES 15 MINUTES 56 SECONDS WEST 71.00 FEET ALONG SAID WEST LINE AND THE WEST LINE OF LOTS 102 AND 103 AFORESAID TO THE NW CORNER OF SAID LOT 103; THENCE SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST 56.95 FEET ALONG THE NORTH LINE OF SAID LOT 103 TO THE WEST LINE OF THE EAST 68.94 FEET OF LOT 103; THENCE SOUTH 00 DEGREES 18 MINUTES 45 SECONDS EAST 12.52 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST 68.94 FEET TO THE EAST LINE OF LOT 103; THENCE SOUTH 00 MINUTES 18 MINUTES 45 SECONDS EAST 198.48 FEET ALONG THE EAST LINE OF LOTS 101, 102 AND 103 AFORESAID TO THE SOUTHEAST CORNER OF SAID LOT 101; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 142.67 FEET ALONG THE SOUTH LINE OF LOTS 97 THROUGH 101 AFORESAID TO THE POINT OF BEGINNING, ALL IN JOHN T. DAVIS' SUBDIVISION OF THE SOUTH 836 FEET OF OUTLOT "F" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

A NON-EXCLUSIVE TEMPORARY EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY TEMPORARY CONSTRUCTION EASEMENT AGREEMENT DATED JUNE 10, 2016 AND RECORDED JUNE 16, 2016 AS DOCUMENT 1616844054, AND AS AMENDED BY FIRST AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED FEBRUARY 24, 2017 AS DOCUMENT NUMBER 1705515022, FROM ORCHARD FULLERTON SH TH LLC TO 710 WEST FULLERTON AVENUE, LLC FOR THE PURPOSE OF DEMOLISHING THE EXISTING IMPROVEMENT LOCATED ON PARCEL 1 (AS DESCRIBED ABOVE) AND CONSTRUCTING THE IMPROVEMENTS ON PARCEL 1, OVER THE LAND DEPICTED ON EXHIBIT C OF THE FIRST AMENDMENT TO TEMPORARY CONSTRUCTION AGREEMENT.

PIN: 14-28-312-079-0000

Property Address: 700 West Fullerton Avenue, Chicago, Illinois 60614