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Karen A. Yarbrough
Cook County Clerk
Date: 09/29/2023 12:05 PM Pg: 1 of 10

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Greer, Herz and Adams, LLP
2525 South Shore Blvd., Suite 203
League City, Texas 77573
Attention: Ginger Correa

Permanent Tax Index Number(s):
07-13-103-011-0000

Property Address(es):
801 N. Plaza Drive, Schaumburg,
IL 60173

This space reserved for Recorder's use only.

MODIFICATION OF MORTGAGE SECURITY AGREEMENT AND FINANCING STATEMENT (AND FIXTURE FILING) AND ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

THIS MODIFICATION OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (AND FIXTURE FILING) AND ABSOLUTE ASSIGNMENT OF LEASES AND RENTS (this "**Agreement**"), is entered into as of September 25, 2023, but to be effective as of June 1, 2023 (the "**Effective Date**") by and between **SCHAUMBURG HOTEL PARTNERS, LLC**, an Illinois limited liability company ("**Mortgagor**"), whose mailing address is Attention Samir Lakhany, 1804 Naper Boulevard, Suite 450, Naperville, Illinois 60563, and **AMERICAN NATIONAL INSURANCE COMPANY**, a Texas insurance company, its successor and assigns (the "**Mortgagee**"), whose mailing address is Attention: Mortgage and Real Estate Investment Department, 2525 South Shore Blvd., Suite 207, League City, Texas 77573, to evidence their agreement, as further provided below:

RECITALS

WHEREAS, Mortgagee previously made a loan (the "**Loan**") to Mortgagor in the original principal amount of \$9,280,950.00, such Loan being evidenced by that certain Promissory Note in the original principal amount of \$9,280,950.00 dated as of May 15, 2014, and made by Mortgagor payable to the order of Mortgagee (the "**Note**") in connection with that

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certain Construction Loan Agreement dated as of May 15, 2014 regarding the Note, (the "Loan Agreement"), all of which are secured by that certain Mortgage, Security Agreement and Financing Statement, dated May 15, 2014, granted by Mortgagor to Mortgagee and recorded in the Cook County, Illinois Recorder of Deeds ("Official Records") as Document No. 1414016052 in the Official Records (the "Mortgage");

WHEREAS, on or about June 8, 2020, Mortgagor and Mortgagee entered into that certain Modification of Promissory Note and Other Loan Documents dated effective as of May 1, 2020 (the "First Modification"), and further amended by that certain Second Modification of Promissory Note and Other Loan Documents entered on or about June 30, 2021, dated effective June 1, 2020 (the "Second Modification"; the First Modification, the Second Modification and the Note, the Loan Agreement, the Mortgage and the other Loan documents executed in connection with the Loan are sometimes collectively referred to herein as the "Loan Documents");

WHEREAS, this Agreement is executed in connection with that certain Third Modification of Promissory Note and Other Loan Documents between Mortgagor and Mortgagee (the "Note Modification Agreement") dated as of the Effective Date regarding the Note and certain other Loan Documents.

WHEREAS, Mortgagee is the owner and holder of the Note, and owner of the other Loan Documents and Mortgagor is the owner of the Mortgaged Property and such parties desire to renew, extend and modify the Loan Documents as provided herein and in the Note Modification Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and Mortgagee agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference herein.

2. One Time Extension of Maturity Date. Mortgagor and Mortgagee agree that (a) the maturity date of the Note is hereby extended to December 1, 2023 (the "Scheduled Maturity Date") and (c) all liens, security interests, assignments and other rights evidenced by the Mortgage and other Loan Documents are renewed and extended to secure payment of the Note as extended hereby. Mortgagor acknowledges that Mortgagee has no obligation to agree to any further extensions of the Scheduled Maturity Date or any other modifications to the Loan Documents, as modified by this Agreement and the Note Modification Agreement.

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3. Confirmation of Terminology in Mortgage. Mortgagor and Mortgagee confirm that, the definition of the term “Note” in the Mortgage includes, without limitation, the Note as modified by the Note Modification Agreement.

4. Amendment of Mortgage. Mortgagor and Mortgagee agree that Section 1.5 of the Mortgage is hereby amended and restated as the following:

“The term “**Note**” shall mean the following promissory note that even date herewith, made by Mortgagor and payable to the order of Mortgagee, and any renewal, extension, modification, increase, consolidation or rearrangement of said promissory note, or any portion thereof: (i) that certain Promissory Note in the original principal amount of \$9,280,950.00, or so much thereof as shall be advanced under the Loan Agreement, defined below, payable with interest in installments as stipulated therein and providing for the right to declare the unpaid principal balance due and payable upon the occurrence of an Event of Default (hereinafter defined) and otherwise as provided therein and providing for the reasonable attorneys’ fees, and given in renewal, extension, modification, increase, consolidation or rearrangement of said Promissory Note or any portion thereof. The maturity date of the Note is December 1, 2023.”

5. Confirmation of Terminology in Assignment of Rents. Mortgagor and Mortgagee agree that the Assignment of Rents is modified as follows:

- (a) All references to the “Note” mean the Note, as defined therein, and all renewals, extensions, modifications, increases, consolidations and rearrangements thereof including, but not limited to, the Note Modification Agreement; and
- (b) All references to the “Mortgage” mean the Mortgage, as defined therein, and all renewals, extensions, modifications, increases, consolidations and rearrangements including, but not limited to, this Agreement.

6. Mortgagor’s Address for Notice. Mortgagor confirms and agrees that its address for notice under the Note, Mortgage, Loan Agreement and all other Loan Documents is the address set forth in the opening paragraph of this Agreement.

7. Time. Time is of the essence of each and every provision of this Agreement.

8. Further Assurances. Upon the request of Mortgagee, Mortgagor will execute, acknowledge, deliver, record and file such further instruments and do such further acts as may be

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reasonably necessary, desirable or proper to carry out more effectively the purposes of this Agreement and the Note Modification Agreement.

9. Title Endorsements and Closing Costs. Upon or before the date hereof, Mortgagor at its expense shall: (a) cause to be issued to Mortgagee, at Mortgagor's sole cost and expense, such endorsements to Mortgagee's Loan Policy of Title Insurance insuring the Mortgage are required by Mortgagee in a form and substance satisfactory to Mortgagee; and (b) pay all costs and expenses incurred by Mortgagee in connection with this Agreement and the Note Modification Agreement including, without limitation, the reasonable fees and expenses of Mortgagee's counsel, Greer, Herz and Adams, L.L.P., Mortgagee's local counsel, Holland & Knight LLP, title insurance premiums and costs of recording and filing fees.

10. Limited Effect of Modifications. This Agreement shall in no way release or, except as expressly provided in this Agreement or the Note Modification Agreement, modify any of the Loan Documents. No assurances or commitments which are not expressly contained in this Agreement or the Note Modification Agreement have been made by the Mortgagee on any issue, matter or resolution with respect to the this Agreement or the Note Modification Agreement or the Loan Documents, or otherwise. Without limiting the generality of the foregoing and for avoidance of doubt, no agreements, amendments or modifications which are not expressly contained this Agreement or the Note Modification Agreement shall be binding or enforceable against the Mortgagee unless set out in a subsequent written amendment or modification to the this Agreement or the Note Modification Agreement or the Loan Documents, or other agreement signed by the Mortgagor and Mortgagee, in Mortgagee's sole and absolute discretion, and nothing contained in this Agreement shall be construed as a binding commitment or impose any obligation on the Mortgagee to agree to any such terms or potential modifications.

11. Authority. In order to induce Mortgagee to execute this Agreement, Mortgagor represents and warrants: (a) that Mortgagor is validly in existence in accordance with the laws of the State of Illinois; (b) Mortgagor is duly authorized to execute this Agreement and the Note Modification Agreement and all other documents contemplated to be signed by Mortgagor in connection with this Agreement; (c) the undersigned executing on behalf of Mortgagor has the full right, power and authority to execute this Agreement and the Note Modification Agreement and all other documents contemplated in connection with this Agreement on behalf of and in the name of the Mortgagor, as applicable, without the consent, agreement or joinder of any other party.

12. Jury Trial Waiver. **EACH OF MORTGAGOR AND (BY ITS ACCEPTANCE HEREOF) MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, THE NOTE MODIFICATION AGREEMENT OR ANY OF THE**

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OTHER LOAN DOCUMENTS RELATING TO THE NOTE, THE LOAN OR ANY OTHER STATEMENTS OR ACTIONS OF MORTGAGOR OR MORTGAGEE. EACH OF MORTGAGOR AND MORTGAGEE ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED WITH RESPECT TO THIS AGREEMENT, THE NOTE MODIFICATION AGREEMENT AND EACH OF THE OTHER LOAN DOCUMENTS AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. MORTGAGOR FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THIS AGREEMENT AND THE NOTE MODIFICATION AGREEMENT, AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF THIS AGREEMENT, THE NOTE MODIFICATION AGREEMENT AND THE OTHER LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

13. Illinois Law. **THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ILLINOIS LAW WITH RESPECT TO CONFLICT OF LAWS.**

14. Captions. All headings and captions in this Agreement are for convenience of reference only and shall not be used in the interpretation of any provisions of this Agreement.

15. Continuing Validity of the Loan Documents. Mortgagor does hereby ratify and reaffirm its obligations set forth in the Note, the Mortgage, the Assignment of Rents and all of the other Loan Documents, as modified in this Agreement and the Note Modification Agreement. Except as modified in this Agreement and the Note Modification Agreement, the Note, the Mortgage, the Assignment of Rents and the other Loan Documents remain unmodified and in full force and effect.

16. Severability. All provisions contained in this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

17. Terminology. All headings and captions in this Agreement are for convenience of reference only and shall not be used in the interpretation of any provisions of this Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include the others. For convenience of drafting, references to "amend" and "modify," and derivations of such terms, are used interchangeably. In the event of

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any inconsistency between this Agreement and the terms of the Mortgage or Assignment of Rents, this Agreement shall govern.

18. **Rules of Construction.** Mortgagee and Mortgagor acknowledge that each party and its counsel has reviewed this Agreement and the Note Modification Agreement, and the parties hereby agree that normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the Note Modification Agreement or any amendments or exhibits hereto or thereto.

19. **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this Agreement to be dated and effective as of the Effective Date.

MORTGAGOR:

SCHAUMBURG HOTEL PARTNERS, LLC,
an Illinois limited liability company

By: Lakhany Schaumburg Hotels LLC,
an Illinois limited liability company

Its: Manager

By: 
Ashraf Lakhany, Member

By: 
Samir Lakhany, Member

STATE OF Illinois
COUNTY OF DuPage

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On September 25, 2023, before me, a Notary Public within and for said County, personally appeared ASHRAF LAKHANY, to me personally known, who, being by me duly sworn, did acknowledge before me that he is a Co-Manager of Lakhany Schaumburg Hotels, LLC, an Illinois limited liability company, manager of Schaumburg Hotel Partners, LLC, an Illinois limited liability company, who subscribed to the foregoing instrument as such, 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 company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this September 25, 2023.


NOTARY PUBLIC

Signature/Notary Pages(s) to Modification of Mortgage, Security Agreement and Financing Statement (and Fixture Filing) and Absolute Assignment of Leases and Rents

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EXHIBIT "A"

MORTGAGED PREMISES

LOT 2 IN GRANITE CITY SUBDIVISION, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED May 20, 2014, AS DOCUMENT NO. 1414016047, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 801 N. PLAZA DRIVE, SCHAUMBURG, IL 60173

PROPERTY INDEX NO.: 07-13-103-011-0000

4872-8106-5857, v. 1

Property of Cook County Clerk's Office

Exhibit "A" to Modification of Mortgage, Security Agreement and Financing Statement (and Fixture Filing) and Absolute Assignment of Leases and Rents

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