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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/22/2023 09:49 AM PG: 1 OF 8

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

from

**1010 W MADISON PARTNERS LLC,**  
an Illinois limited liability company

to

**CIBC BANK USA,**  
an Illinois banking corporation

Dated as of December 20, 2023, with an effective date of December 12, 2023

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

**THIS THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS** (this “**Amendment**”) dated as of December 20, 2023, with an effective date of December 12, 2023, by and between **1010 W MADISON PARTNERS LLC**, an Illinois limited liability company (“**Borrower**”) and **CIBC BANK USA**, an Illinois banking corporation (together with its successors and assigns, “**Lender**”).

### WITNESSETH:

**WHEREAS**, pursuant to the terms of that certain Promissory Note dated as of October 12, 2021, from Borrower in favor of Lender in the original maximum principal amount of Six Million One Hundred Ten Thousand and No/100 Dollars (\$6,110,000.00) (as amended by (i) that certain First Amendment to Promissory Note dated as of November 22, 2022, with an effective date of October 12, 2022, by and between Borrower and Lender, and (ii) that certain Second Amendment to Promissory Note dated as of January 27, 2023, with an effective date of December 12, 2022, by and between Borrower and Lender, and as it may be further modified, amended and/or replaced from time to time, the “**Note**”), Lender agreed to provide Borrower with a term loan in the original maximum principal amount of Six Million One Hundred Ten Thousand and No/100 Dollars (\$6,110,000.00) (the “**Loan**”). Pursuant to the terms of the Note, Borrower promises to pay the principal sum thereof (or so much thereof as may be outstanding at the Maturity Date (as such term is defined in the Note), or such earlier date as the Note may be accelerated in accordance with its terms, together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the Note;

**WHEREAS**, the Loan and Borrower’s obligations thereunder are secured by, among other things, that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of October 12, 2021, from Borrower, as mortgagor, in favor of Lender, recorded with the Cook County Clerk (the “**Recorder**”) on October 22, 2021, as Document No. 2129515013 (as amended by (i) that certain First Amendment to Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of November 22, 2022, with an effective date of October 12, 2022, by and between Borrower and Lender, as recorded with the Recorder on November 29, 2022, as Document No. 2233222013, and (ii) that certain Second Amendment to Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of January 27, 2023, with an effective date of December 12, 2022, by and between Borrower and Lender, as recorded with the Recorder on February 28, 2023, as Document No. 2305922000, and as it may be further modified, amended and/or replaced from

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time to time, the “**Mortgage**”), encumbering the real property described in **Exhibit A** attached hereto and made a part hereof;

**WHEREAS**, Borrower has requested that Lender agree, among other things, to extend the Maturity Date (as defined in the Mortgage) of the Note and Loan from December 12, 2023 (such Maturity Date having been previously extended by Borrower pursuant to Borrower’s Extension Option (as defined in the Note) from June 12, 2023, to December 12, 2023), to April 4, 2024, such extended Maturity Date to be evidenced by that certain Third Amendment to Promissory Note of even date herewith between Borrower and Lender (the “**Third Amendment to Promissory Note**”); and

**WHEREAS**, Lender has agreed to the aforesaid extension of the Maturity Date and extension option, all in accordance with the terms of the Third Amendment to Promissory Note.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment.

2. Borrower and Lender have agreed to extend the Maturity Date of the Note from December 12, 2023, to April 4, 2024. To reflect such extension, any and all references contained in the Mortgage to the date “December 12, 2023” shall be modified to refer to the date “April 4, 2024.”

3. Nothing herein contained shall impair the Mortgage in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Lender, it being the intention of the parties hereto that the terms and provisions of the Mortgage shall continue in full force and effect except as expressly modified in connection herewith.

4. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrower or Lender, and no notice of any extension, change, modification or amendment, made or claimed by Borrower or Lender shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

6. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

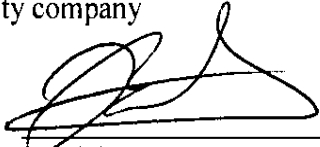
(Signature page follows.)

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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

**BORROWER:**

1010 W MADISON PARTNERS LLC, an Illinois limited liability company

By:   
Name: Rostislav Babel  
Its: Authorized Signatory

**LENDER:**

CIBC BANK USA, an Illinois banking corporation

By: \_\_\_\_\_  
Name: Bridget Morton  
Title: Managing Director

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

**BORROWER:**

**1010 W MADISON PARTNERS LLC**, an Illinois limited liability company

By: \_\_\_\_\_  
Name: Rostislav Babel  
Its: Authorized Signatory

**LENDER:**

**CIBC BANK USA**, an Illinois banking corporation

By: Bridget Morton  
Name: Bridget Morton  
Title: Managing Director

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STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY **ROSTISLAV BABEL**, the Authorized Signatory of **1010 W MADISON PARTNERS LLC**, an Illinois limited liability company, who is personally known to me 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 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 11<sup>th</sup> day of December, 2023.

Lloyd Lett  
Notary Public



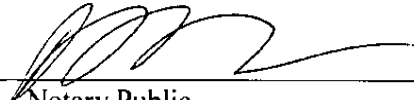
My commission expires: 07-22-2024

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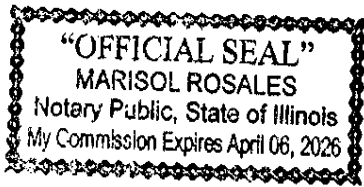
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF DuPage     )

I, Marisol Rosales, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **BRIDGET MORTON**, personally known to me to be a Managing Director of **CIBC BANK USA**, an Illinois banking corporation, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act as Managing Director on behalf of such banking association as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11<sup>th</sup> day of December, 2023.

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

My commission expires: April 6, 2026



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## EXHIBIT A

### Real Property

THE SOUTH 10 FEET OF LOT 12, THE SOUTH ½ OF LOT 13 LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 16 EXTENDED NORTH AND ALL OF LOTS 16, 17 AND 18 IN BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS.:                   17-08-446-013-0000  
                                  17-08-446-014-0000  
                                  17-08-446-025-0000

COMMON ADDRESS:       1010 WEST MADISON STREET, CHICAGO, IL 60607

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