

UNOFFICIAL COPY

Doc#: 2401246147 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/12/2024 02:19 PM Pg: 1 of 12

2022
CCH12204411LD DC
THIS DOCUMENT PREPARED BY AND
AFTER RECORDED RETURN TO:

HMB Legal Counsel
500 W. Madison, Ste. 3700
Chicago, Illinois 60661
Attention: Jamie L. Ross, Esq.

Property Address:
4545 W. Augusta Boulevard
Chicago, Illinois 60651

Parcel IDs:
16-03-316-011-0000

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

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING (this "Amendment") dated as of November 28, 2023, is given by FSLH, LLC - SERIES 4545, an Illinois limited liability company ("Mortgagor"), having an address at 4501 W. Augusta Boulevard, Chicago, Illinois 60651, to and for the benefit of OLD NATIONAL BANK ("Mortgagee" or "Lender"), having an address at 8750 W. Bryn Mawr, Suite 1300, Chicago, Illinois 60631.

WITNESSETH

WHEREAS, Lender, Mortgagor, FREEDMAN SEATING COMPANY, an Illinois corporation ("Freedman Seating"), FREEDMAN BUILDING L.L.C., an Illinois limited liability company ("Freedman Building"), and FSLH, LLC - SERIES 4501, an Illinois limited liability company ("Series 4501", and collectively with Mortgagor, Freedman Seating, and Freedman Building, jointly and severally, and individually and collectively, "Original Borrower") have previously entered into that certain Loan and Security Agreement dated as of July 21, 2022 (the "Original Loan Agreement").

WHEREAS, pursuant to a certain First Amendment to Loan Documents dated as of October 12, 2022 (the "First Amendment to Loan Documents") FBSA LLC, an Illinois limited liability company ("FBSA") was joined as a party to each of the Loan Documents.

WHEREAS, pursuant to a certain Second Amendment to Loan Documents dated as of the date hereof (the "Second Amendment to Loan Documents"), FSLH 4500 W CHICAGO AVENUE, LLC, an Illinois limited liability company ("FSLH 4500" or the "New Borrower Party") was joined as a party to each of the Loan Documents. Original Borrower, FBSA and New Borrower

Principal Borrower: Freedman Seating Company
Loan No.: _____
Loan Date: July 21, 2022
Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing
6967129/3/21459.000

UNOFFICIAL COPY

Party shall be referred to herein, individually and collectively, as "*Borrower*".

WHEREAS, the Original Loan Agreement, the First Amendment to Loan Documents, and the Second Amendment to Loan Documents, all as may be further amended, restated, supplemented or otherwise modified from time to time are referred to herein as the "*Loan Agreement*."

WHEREAS, pursuant to the terms of the Loan Agreement Lender agreed, among other things, to make a mortgage loan (the "*Loan*") to Borrower in the maximum aggregate principal amount of Thirty-Three Million Six Hundred Eighty Thousand and 00/100 Dollars (\$33,680,000.00), which Loan is evidenced and governed by, among other things, that certain First Replacement Term Note 1 dated as of October 12, 2022, that certain First Replacement Term Note 2 dated as of October 12, 2022, that certain Term Note 3 dated as of even date herewith, that certain Term Note 4 dated as of even date herewith, and that certain Revolving Note dated as of July 21, 2022, each providing for a variable rate of interest, and in the maximum aggregate amount of the Loan (as amended, modified and restated from time to time, the "*Notes*").

WHEREAS, the Loan is secured by, among other items, the following documents:

- i. that certain Mortgage dated July 21, 2018 executed by Mortgagor and recorded on July 25, 2018 as document no. 2220617023 with the Cook County Recorder (the "*Original Mortgage*"), encumbering certain real property in Cook County, Illinois as more particularly described on Exhibit A attached hereto (the "*Premises*"); and
- ii. certain other documents, instruments or agreements executed and delivered by Mortgagor or any other party to Lender evidencing, securing, governing, guaranteeing or otherwise pertaining to the Loan (all of which, together with all renewals, amendments, modifications, restatements, extensions and supplements thereof and thereto, are collectively referred to as the "*Loan Documents*").

WHEREAS, as part of the consideration for amending the Loan, Mortgagor has agreed to amend certain of the terms of the Original Mortgage as herein described.

NOW, THEREFORE, for and in consideration of the recitals set forth and made a part hereof, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Loan Agreement.

2. **Loan Documents.** All references in the Loan Documents to the "Mortgage" shall mean the Original Mortgage as amended by this Amendment (as may be further amended, restated, modified or supplemented and in effect from time to time, the "*Mortgage*"). All of the agreements, conditions, covenants, provisions and stipulations contained in the Notes and the Loan Documents are hereby made a part of this Amendment to the same extent and with the same force and effect as if they were fully set forth herein and Mortgagor covenants and agrees to keep and

Principal Borrower: Freedman Seating Company

2

Loan No.:

Loan Date: July 21, 2022

Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing

6967129/3/21459.000

UNOFFICIAL COPY

perform them, or cause them to be kept and performed, strictly in accordance with their terms.

3. Amendments to Original Mortgage. The Original Mortgage is hereby amended as follows:

a. Loans. All references to the term “Loan” or “Loans” as used in the Original Mortgage shall mean the Loan as defined hereinabove.

b. Note. All references to the term “Note” or “Notes” as used in the Original Mortgage shall mean the Notes as defined hereinabove.

c. Future Advances. The last sentence of Section 47 of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

“Subject to the preceding sentence, this Mortgage is further made to secure payment of all other amounts, with interest thereon, becoming due and payable to Mortgagee under the terms of the Notes, this Mortgage, or any other instruments securing the Notes; provided, however, that the Indebtedness shall in no event exceed Sixty-Seven Million Three Hundred Sixty Thousand and 00/100 Dollars (\$67,360,000.00)

4. Waiver of Claims. Mortgagor acknowledges, confirms and agrees that Mortgagor has no offsets, defenses, claims or counterclaims against Lender with respect to any of Mortgagor’s liabilities and obligations to Lender under the Loan Documents, and to the extent that Mortgagor has any such claims under the Loan Documents, Mortgagor affirmatively WAIVES and RENOUNCES such claims as of the date hereof.

5. Ratification. Mortgagor hereby ratifies, confirms and reaffirms all covenants, warranties and representations set forth in the Mortgage and the other Loan Documents to which it is a party as being true as of the date hereof (taking into account any knowledge or other qualifiers contained in such covenants, warranties, and representations). Without limiting the generality of the foregoing, Mortgagor hereby warrants and represents to Lender that, upon the effectiveness of this Amendment, no Event of Default will have occurred and be continuing under any of the Loan Documents. Except as amended hereby, all terms and conditions of the Mortgage shall remain in full force and effect and are hereby ratified and confirmed.

6. Conditions to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of Lender:

a. Mortgagor shall have executed and delivered this Amendment.

b. Mortgagor shall have paid all costs and expenses of Lender, including, without limitation, any costs and expenses of an endorsement to Lender’s title policy, and reasonable attorneys’ fees in connection with the preparation, negotiation, execution and delivery of this Amendment and the other documents delivered in connection herewith.

7. Miscellaneous.

Principal Borrower: Freedman Seating Company

Loan No.:

Loan Date: July 21, 2022

Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing

6967129/3/21459.000

UNOFFICIAL COPY

a. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

b. This Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

c. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provisions of this Amendment.

d. Mortgagor warrants and represents that Mortgagor has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of Lender or its counsel in entering into this Amendment.

[SIGNATURE PAGES FOLLOW.]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to be duly executed and delivered as of the day and year first above written.

MORTGAGOR:

FSLH, LLC – Series 4545
an Illinois limited liability company

By: _____
Name: Craig Freedman
Its: Manager

STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that Craig Freedman, the Manager of FSLH, LLC – SERIES 4545, 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 21st day of November, 2023.



Elana Elyce Sullivan
Notary Public

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

THAT PART OF BLOCKS 10, 11 AND 14 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE 66 FOOT VACATED STREETS, LYING BETWEEN BLOCKS 10 AND 11 AND BLOCKS 11 AND 14 AND THAT PART OF A 33 FOOT STRIP OF LAND WEST OF AND ADJOINING BLOCKS 10, 11 AND 14 AFORESAID, ALL LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINES:

COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 108.65 FEET TO THE POINT OF BEGINNING OF THE LINES BEING DESCRIBED; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 31 SECONDS EAST 42.0 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 135.65 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 123.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 8.32 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST 79.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 14.10 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 191.18 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 13.78 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 97.60 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 3.81 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 85.56 FEET TO A POINT IN THE NORTH LINE OF BLOCK 10 AFORESAID 337.43 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK (EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE RIGHT OF WAY OF

EXHIBIT A

Principal Borrower: Freedman Seating Company

Loan No.: _____

Loan Date: July 21, 2022

Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing
6967129/3/21459.000

UNOFFICIAL COPY

THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE SOUTH LINE OF AUGUSTA BOULEVARD; RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY 421 FEET; THENCE NORTHERLY TO A POINT IN THE SOUTH LINE OF AUGUSTA BOULEVARD 12 FEET EAST OF SAID PLACE OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF SAID AUGUSTA BOULEVARD TO THE PLACE OF BEGINNING; AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE EXTENDED SOUTH LINE OF SAID BLOCK 14, AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID, 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILWAY COMPANY AND THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF BLOCK 10 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 10 AFORESAID 337.43 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE THEREOF 10.0 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS EAST 89.13 FEET; THENCE SOUTH 80 DEGREES 50 MINUTES 00 SECONDS WEST 13.81 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS WEST 3.57 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 3.81 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS WEST 85.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS CREATED BY GRANT OF EASEMENT FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-06 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 RECORDED AUGUST 24, 1987 AS DOCUMENT 87467309 AND FILED AUGUST 24, 1987 AS DOCUMENT LR3645594 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 10 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF

EXHIBIT A

Principal Borrower: Freedman Seating Company

Loan No.: _____

Loan Date: July 21, 2022

Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing
6967129/3/21459.000

UNOFFICIAL COPY

THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 10 AFORESAID 327.43 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS EAST 30.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 23.0 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS WEST 30.00 FEET TO THE NORTH LINE OF BLOCK 10 AFORESAID; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 23.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENTS FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-06 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 RECORDED AUGUST 24, 1987 AS DOCUMENT 87467307 AND FILED AUGUST 24, 1987 AS DOCUMENT LR3645592, OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCKS 11, 14 AND 15 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE 66 FOOT VACATED STREETS LYING BETWEEN BLOCKS 11 AND 14 AND BLOCKS 14 AND 15 AND PART OF LOTS 12 AND 13 IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 15 OF SNYDER AND LEE'S SUBDIVISION AFORESAID AND PART OF VACATED ALLEY ADJOINING LOTS 12 AND 13 AND PART OF VACATED STREET WEST OF AND ADJOINING LOTS 12 AND 13 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 108.65 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 33 SECONDS EAST 42.0 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET TO

EXHIBIT A

Principal Borrower: Freedman Seating Company

Loan No.: _____

Loan Date: July 21, 2022

Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing

6967129/3/21459.000

UNOFFICIAL COPY

THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 135.65 FEET; THENCE NORTH 90 DEGREES EAST 20.0 FEET; THENCE SOUTH 0 DEGREES 26 MINUTES 20 SECONDS EAST 480.04 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 52 SECONDS EAST 24.0 FEET; THENCE SOUTH 03 DEGREES 05 MINUTES 12 SECONDS WEST 195.19 FEET TO THE SOUTH LINE OF LOT 13 AFORESAID; THENCE SOUTH 89 DEGREES 40 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION 30.0 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 29 SECONDS WEST 358.45 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 30 SECONDS WEST 13.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENTS FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-06 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 DATED JULY 31, 1987 AND RECORDED AUGUST 24, 1987 AS DOCUMENT 87467307 AND FILED AUGUST 24, 1987 AS DOCUMENT LR3645592 AND AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS DATED AUGUST 25, 1987 AND RECORDED DECEMBER 22, 1987 AS DOCUMENT 87671544 AND FILED DECEMBER 22, 1987 AS DOCUMENT LR3676098 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCKS 10 AND 11 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE 66 FOOT VACATED STREET LYING BETWEEN BLOCKS 10 AND 11 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 108.65 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 33 SECONDS EAST 42.0

EXHIBIT A

Principal Borrower: Freedman Seating Company

Loan No.: _____

Loan Date: July 21, 2022

Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing
6967129/3/21459.000

UNOFFICIAL COPY

FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 135.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 123.23 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 8.32 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 79.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 14.10 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 24.31 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 53.50 FEET TO THE WEST FACE OF A 1 STORY BRICK BUILDING; THENCE SOUTH 0 DEGREES 11 MINUTES 22 SECONDS EAST ALONG SAID WEST FACE 95.01 FEET; THENCE SOUTH 10 DEGREES 21 MINUTES 40 SECONDS WEST ALONG THE WEST FACE OF SAID 1 STORY BRICK BUILDING 121.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST FACE OF BRICK BUILDING 135.65 FEET TO A LINE DRAWN NORTH 90 DEGREES EAST THROUGH THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES WEST ALONG SAID LINE 37.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL 6A).

PARCEL 6A:

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-06 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 RECORDED AUGUST 24, 1987 AS DOCUMENT 87467307 AND FILED AUGUST 24, 1987 AS DOCUMENT LR3645592 AND AMENDED BY FIRST AMENDMENT DATED AUGUST 25, 1987 AND RECORDED DECEMBER 22, 1987 AS DOCUMENT 87671544 AND FILED DECEMBER 22, 1987 AS DOCUMENT LR3676098 OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF BLOCKS 10 AND 11 IN SNYDER NAD LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE 65 FOOT VACATED STREET LYING BETWEEN BLOCKS 10 AND 11 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST

EXHIBIT A

Principal Borrower: Freedman Seating Company

Loan No.: _____

Loan Date: July 21, 2022

Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing

6967129/3/21459.000

UNOFFICIAL COPY

ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 108.65 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 33 SECONDS EAST 42.0 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 135.65 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 123.22 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 8.32 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 79.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 14.10 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 39.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 151.27 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 13.78 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 52.84 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 12.58 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS WEST 5.58 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 28.54 FEET TO THE WEST FACE OF A 1 STORY BRICK BUILDING; THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST ALONG SAID WEST FACE 51.0 FEET; THENCE SOUTH 9 DEGREES 33 MINUTES 01 SECONDS EAST 49.01 FEET TO A CORNER OF A 1 STORY BRICK BUILDING; THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST ALONG A WEST FACE OF SAID 1 STORY BRICK BUILDING 110.34 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 35.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6B:

EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1 AND 2 AFORESAID FOR THE SOLE PURPOSE OF PARKING NOT MORE THAN 12 AUTOMOBILES, AS CREATED BY PARKING EASEMENT AGREEMENT FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1986 AND KNOWN AS TRUST NUMBER 100929-005 TO BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1987 AND KNOWN AS TRUST NUMBER 8564 DATED AUGUST 25, 1987 AND RECORDED DECEMBER 22, 1987 AS DOCUMENT 87671545 AND FILED DECEMBER 22, 1987 AS DOCUMENT LR3676099 OVER, ON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCKS 10 AND 11 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE 66 FOOT VACATED STREET LYING BETWEEN BLOCKS 10 AND 11 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE

EXHIBIT A

Principal Borrower: Freedman Seating Company

Loan No.: _____

Loan Date: July 21, 2022

Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing
6967129/3/21459.000

UNOFFICIAL COPY

CHICAGO AND NORTHWESTERN RAILWAY COMPANY 90 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 14 EXTENDED WEST AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE 156 FEET; THENCE EAST ON THE EXTENDED NORTH LINE OF BLOCK 15 IN SAID SNYDER AND LEE'S SUBDIVISION AFORESAID 55 FEET; THENCE NORTHWESTERLY TO A POINT 33 FEET NORTH OF THE NORTH LINE OF SAID BLOCK 15 AND 33 FEET EAST OF THE EAST LINE OF SAID RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST ALONG A LINE THAT INTERSECTS THE POINT OF COMMENCEMENT FOR A DISTANCE OF 108.65 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 77.85 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 33 SECONDS EAST 42.0 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 211.93 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS WEST 149.70 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 19 SECONDS WEST 106.53 FEET; THENCE NORTH 43 DEGREES 29 MINUTES 28 SECONDS EAST 135.65 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 123.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 8.32 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 79.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 14.10 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 24.31 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 53.50 FEET TO THE WEST FACE OF A 1 STORY BRICK BUILDING; THENCE SOUTH 0 DEGREES 11 MINUTES 22 SECONDS EAST ALONG SAID WEST FACE 95.01 FEET; THENCE SOUTH 10 DEGREES 21 MINUTES 40 SECONDS WEST ALONG THE WEST FACE OF SAID 1 STORY BRICK BUILDING 9.43 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 57.60 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THAT PART LYING EAST OF A LINE 2675 FEET WEST OF AND PARALLEL WITH THE WEST FACE OF SAID 1 STORY BRICK BUILDING), IN COOK COUNTY, ILLINOIS.

Property Address: 4545 W. Augusta Boulevard, Chicago, Illinois 60651

PIN: 16-03-316-011-0000

EXHIBIT A

Principal Borrower: Freedman Seating Company

Loan No.: _____

Loan Date: July 21, 2022

Document: First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Filing
6967129/3/21459.000