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KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 4/12/2024 9:20 AM Pg: 1 of 6

THIS INSTRUMENT PREPARED BY: AND RECORD AND RETURN TO:

Katherine M. Spangler
Loan Specialist
Time Bank F/K/A Park Ridge
Community Bank
626 Talcott Road
Park Ridge, IL 60068
(847) 384-9200

ADDRESS OF PROPERTY:
5642 N. BROADWAY STREET UNIT 4N
CHICAGO, IL 60660
PIN: 14-05-328-042-1007

For Recorders Use Only

PRD40924-10

MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS made as of the 6th day of February 2024, effective as of November 1, 2023 (this "Modification Agreement"), by and among TK BROADWAY 4N, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY ("Mortgagor") and TIME BANK F/K/A PARK RIDGE COMMUNITY BANK ("Mortgagee").

RECITALS

Mortgagee provided a \$300,000.00 loan (the "Loan") to Kovou Properties LLC – Broadway 3W, an Illinois Limited Liability Company; Kovou Properties LLC – 6240 Champlain, an Illinois Limited Liability Company; and Tom Konstantopoulos (the "Original Borrower"), as evidenced by a Promissory Note in the amount of \$300,000.00 (the "Prior Note") dated as of November 1, 2019 payable to Mortgagee, then extended by two consecutive letters dated November 30, 2020 and November 9, 2021, and is contemporaneously herewith being modified and extended pursuant to the terms of an Amended and Restated Promissory Note in the amount of \$250,000.00 dated of even date herewith executed by Original Borrower; TK Broadway 3W, LLC, an Illinois Limited Liability Company; and TK Broadway 4N, LLC, an Illinois Limited Liability Company (individually and collectively the "Borrower") (hereinafter referred to with all extensions, renewals, modifications and substitutions thereof as the "Note").

Repayment of the Loan is secured in part by that certain Mortgage (the "Mortgage") and Assignment of Rents (the "Assignment") both dated as of November 1, 2019 and recorded

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on November 7, 2019 in the office of the Cook County Recorder, Illinois, as Document Numbers: 1931149281 and 1931149282, respectively, executed by Kovou Properties LLC – 6240 Champlain, an Illinois limited liability company (the “Original Mortgagor”) which encumbers certain real estate located in Cook County, Illinois, legally described on Exhibit “A” attached hereto (the “Mortgaged Property”). The parties hereto desire and do hereby restate, reaffirm and regrant said Mortgage so that the Mortgage and Assignment of Rents are hereafter, and have heretofore from the original date of the Loan remained as collateral security for the repayment of the Loan.

WHEREAS, a Quit Claim Deed was recorded on November 15, 2022 transferring ownership of the property from Original Mortgagor to Mortgagor; and Borrower has requested an extension of the maturity of the Loan, and

WHEREAS, Mortgagee has agreed subject to and provided that Mortgagor complies with certain terms and conditions including, but not limited to its agreement to be jointly liable for each and every obligation under the Note, Mortgage, and any and all other documents related to the Loan in form acceptable to Mortgagee, and

The parties hereto desire to enter into this Modification of Mortgage and of Assignment of Rents for the purpose of modifying the Mortgage and the Assignment of Rents to accurately reflect that the Note is secured hereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify the Note and Collateral Documents as follows:

1. The Recitals set forth above are fully incorporated by reference herein.
2. The term “Note” as it appears in the Mortgage and Assignment of Rents means the Amended and Restated Promissory Note as amended, modified, or re-stated from time to time.
3. The definition of the “Note” as it appears in the Mortgage and Assignment of Rents is amended by deleting \$300,000.00 and substituting \$250,000.00.
4. The maximum principal amount of indebtedness secured by the Mortgage, as set forth in the Mortgage, is decreased from \$300,000.00 to \$250,000.00.
5. Any reference to maturity date in the Mortgage is hereby extinguished retroactive to the original date of the Note.
6. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage shall remain unchanged and in full force and effect and shall be binding upon the parties, their successors and assigns.

This agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this

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agreement may contain more than one counterpart of the signature page and this agreement may be executed by affixing of the signatures of each of the parties to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 6th day of February 2024, effective as of November 1, 2023.

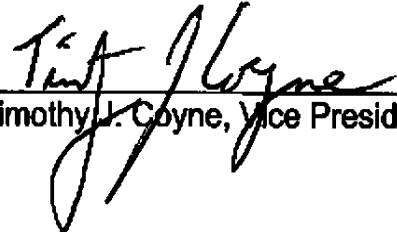
Mortgagor:

TK BROADWAY 4N, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 
Tom Konstantopoulos, Manager of TK
Broadway 4N, LLC, an Illinois Limited
Liability Company

TIME BANK F/K/A PARK RIDGE COMMUNITY BANK

By: 
John Hunt, Vice President

Attest: 
Timothy J. Coyne, Vice President

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

On this 9 day of February, 2024, before me, the undersigned Notary Public, personally appeared Tom Konstantopoulos, Manager of TK Broadway 4N, LLC, an Illinois Limited Liability Company, and known to me to be a member or designated agent of the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument and in fact executed it on behalf of the limited liability company. Given under my hand and Notary Seal this 9 day of February, 2024.

By: Linda M Cube Residing at 1226 Talcott

Notary Public in and for the State of IL
My commission expires 8-1-2027



BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John Hunt, personally known to me to be the Vice President of TIME BANK, an Illinois banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth. Given under my hand and Notary Seal this 9 day of February, 2024.

By: Linda M Cube Residing at 1226 Talcott

Notary Public in and for the State of IL

My commission expires 8-1-2027



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MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF RENTS

BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS
SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Timothy J. Coyne, personally known to me to be the Vice President of TIME BANK, an Illinois banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 9 day of February, 2024

By: Linda M Cube Residing at 626 Talcott

Notary Public in and for the State of IL

My commission expires 8-1-2027



This document prepared by Katherine Spangler, Loan Specialist, Time Bank, 626 Talcott Road, P.O. Box 829, Park Ridge, IL. 60068

MAIL TO: TIME BANK, 626 TALCOTT ROAD, P.O. BOX 829, PARK RIDGE, ILLINOIS 60068

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EXHIBIT "A"

PARCEL 1: UNIT 4N TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 5642 BROADWAY CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0725415076, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE RIGHT TO USE PARKING SPACE NO. P-5, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5642 N. BROADWAY STREET UNIT 4N, CHICAGO, IL 60660

PIN: 14-05-328-042-1007