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ILRHSP FEE:\$18.00 RPRF FEE:\$1.00  
BLANKET FEE:\$75.00  
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PAGE: 1 OF 8

Document prepared by and  
after recording return to:

Joel Sestito, Esq.  
Blank Rome LLP  
444 West Lake Street, Suite 1650  
Chicago, Illinois 60606

Property Address:  
1532 West Fulton Street  
Chicago, Illinois 60607

PIN Numbers: See Exhibit A.

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

THIS FOURTH AMENDMENT TO CONSTRUCTION MORTGAGE,  
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE  
FILING (this "Amendment") is made and entered into as of [April 19], 2024, with an effective  
date of January 28, 2024, by and between TLP 1532 FULTON LLC, a Delaware limited  
liability company ("Mortgagor"), and NORTHBROOK BANK & TRUST COMPANY, N.A.,  
a national banking association ("Lender").

**WITNESSETH**

WHEREAS, Mortgagor and Lender entered into a certain loan arrangement (the  
"Original Loan") represented in part by that certain Third Amended and Restated Promissory  
Note dated as of August 22, 2023, with an effective date of July 28, 2023, pursuant to which  
Lender made a loan to Mortgagor in the original principal amount of Three Million Two  
Hundred Thousand and No/100 Dollars (\$3,200,000.00) (the "Original Note"), pursuant to the  
terms and conditions of that certain Construction Loan Agreement dated as of November 16,  
2020 by and between Mortgagor and Lender, as amended by that certain First Amendment to  
Loan Documents and Ratification of Guaranty dated as of August 5, 2022, with an effective date  
of July 28, 2022, by and among Mortgagor, Guarantor (as defined in the Loan Agreement) and  
Lender, that certain Second Amendment to Loan Documents and Ratification of Guaranty dated  
as of March 23, 2023, with an effective date of January 28, 2023, by and among Mortgagor,  
Guarantor and Lender, and that certain Third Amendment to Loan Documents and Ratification  
of Guaranty dated as of August 22, 2023, with an effective date of July 28, 2023, by and among  
Mortgagor, Guarantor and Lender (the "Original Loan Agreement"). Mortgagor and Lender  
have agreed to amend the terms of the Original Loan (the "Loan"), pursuant to the terms and  
conditions of that certain Fourth Amendment to Loan Documents and Ratification of Guaranty  
dated as of even date herewith, with an effective date of January 28, 2024, by and among  
Mortgagor, Limited Guarantor (as defined therein) and Lender (the "Loan Amendment"; the

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Loan Agreement, as amended by the Loan Amendment, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). The Loan is evidenced by that certain Fourth Amended and Restated Promissory Note dated as of even date herewith, with an effective date of January 28, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Note") made by Mortgagor and payable to the order of Lender in the original principal amount of [Two Million Nine Hundred Forty-Four Thousand and No/100 Dollars (\$2,944,000.00)];

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

i. that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of November 16, 2020, made by Mortgagor for the benefit of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 2101516042, as amended by that certain First Amendment to Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 5, 2022, with an effective date of July 28, 2022, by and between Mortgagor and Lender and recorded with the Recorder as Document No. 2225615014, that certain Second Amendment to Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of March 23, 2023, with an effective date of January 28, 2023, by and between Mortgagor and Lender and recorded with the Recorder as Document No. 2310341044, and that certain Third Amendment to Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 22, 2023, with an effective date of July 28, 2023, by and between Mortgagor and lender and recorded with the Recorder as Document No. 2326133080 (the "Original Mortgage"), encumbering certain real property in Cook County, Illinois as more particularly described on Exhibit A attached to and made a part hereof (the "Property"); 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 and which are defined as the "Loan Documents" in the Loan Agreement (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" or the

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“Security Instrument” 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 references in the Mortgage to the “Loan Agreement” shall mean the Loan Agreement. All references in the Mortgage to the “Loan” shall mean the Loan. All references in the Mortgage to the “Note” shall mean the Note. All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement 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 perform them, or cause them to be kept and performed, strictly in accordance with their terms.

3. Amendment.

a. All references to the “Maturity Date” in the Original Mortgage shall mean December 1, 2024.

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. All parties 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.

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

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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.

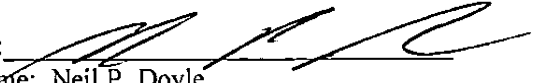
[SIGNATURE PAGES FOLLOW.]

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TLP 1532 FULTON LLC, a Delaware limited liability company

By:   
Name: Neil P. Doyle  
Title: Authorized Signatory

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

#### PARCEL 1:

THE EAST 9.28 FEET OF LOT 2, ALL OF LOTS 3 AND 4 IN SUBDIVISION OF THE EAST 75 FEET

OF THE SOUTHWEST 1/4 OF BLOCK 15 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1 TO 7 BOTH INCLUSIVE IN COUNTY CLERKS DIVISION OF THE SOUTH 1/2 OF BLOCK 15 IN UNION PARK SECOND ADDITION IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PERMANENT INDEX NUMBERS:

17-08-308-028-0000; 17-08-308-029-0000; 17-08-308-030-0000; 17-08-308-031-0000; 17-08-308-032-0000;  
17-08-308-033-0000; 17-08-308-034-0000; 17-08-308-038-0000

#### COMMON ADDRESS:

1532 West Fulton Street, Chicago, Illinois 60607