

UNOFFICIAL COPY

Doc#: 2412320127 Fee: \$107.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

Date 5/2/2024 10:52 AM Pg: 1 of 15

THIS INSTRUMENT PREPARED BY:

Christyl Marsh
Cohen, Salk & Hoffman, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:

Sonia Gonzalez
GreenState Credit Union
1111 W. 22nd Street, Suite 800
Oak Brook, Illinois 60523

SECOND MODIFICATION AGREEMENT

Loan # 75527683

THIS SECOND MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of May 1, 2024, by and among Shore Real Estate, LLC, 1102 Foster, a series of an Illinois limited liability company ("Borrower"), Shore Real Estate, LLC, 1017 Garnett Place, a series of an Illinois limited liability company ("Garnett"), and GreenState Credit Union, formerly known as Oxford Bank & Trust ("Lender").

WITNESSETH:

WHEREAS, Lender previously extended to Borrower an acquisition loan in the original principal amount of Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00) (as modified from time to time, the "Loan"), and to evidence the Loan, Borrower executed and delivered to Lender that certain promissory note dated January 15, 2014 in the original principal sum of Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00) (as modified, restated or replaced from time to time, the "Note"), which Note is secured, in part, by the following documents (the following documents and any and all other instruments executed by any Obligor (as hereinafter defined), as modified, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage, security agreement, assignment of leases and rents and fixture filing dated as of January 15, 2014, made by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 1404235288 (the "Mortgage") on property commonly known as 1102 Foster Street, Evanston, Illinois and legally described on **Exhibit A** attached hereto and made a part hereof (the "Premises");
- (ii) assignment of leases and rents dated as of January 15, 2014 made by Borrower in favor of Lender, recorded in the Recorder's Office as Document No. 1404235289 (the "Assignment of Rents");

UNOFFICIAL COPY

- (iii) mortgage, security agreement, assignment of leases and rents and fixture filing dated as of January 15, 2014, made by Garnett in favor of Lender, and recorded in the Recorder's Office as Document No. 1404235290 (the "Garnett Mortgage") on property commonly known as 1017 Garnett Place, Evanston, Illinois and legally described on **Exhibit B** attached hereto and made a part hereof ("Garnett Premises");
- (iv) assignment of leases and rents dated as of January 15, 2014 made by Garnett in favor of Lender, recorded in the Recorder's Office as Document No. 1404235291 (the "Garnett Assignment of Rents");
- (v) environmental indemnity agreement dated as of January 15, 2014 made by Borrower, Alisa Kaplan, Liat Kaplan, Maxwell Ross and Shore Real Estate, LLC, an Illinois series limited liability company (each of the foregoing, except Borrower, is individually a "Guarantor," and collectively, the "Guarantors") in favor of Lender; and
- (vi) certificate of representations, warranties and covenants dated as of January 15, 2014 made by Borrower, Garnett and Guarantors (Borrower, Garnett and Guarantors are collectively, the "Colligors") in favor of Lender.

WHEREAS, the Loan is further secured by a guaranty of payment dated as of January 15, 2014 made by Guarantors in favor of Lender.

WHEREAS, the Loan was previously modified to, among other changes, extend the maturity date of the Note to May 1, 2024, and in connection therewith (a) Obligors and Lender executed a modification agreement dated as of May 1, 2019, which was recorded in the Recorder's Office as Document No. 1918333193, and (b) Borrower executed and delivered to Lender an amended and restated promissory note dated as of May 1, 2019 in the original principal amount of \$380,131.21, in replacement of and substitution for the promissory note dated January 15, 2014 (the "Amended Note").

WHEREAS, Borrower is desirous of extending the maturity date of the Amended Note to May 1, 2027, and Lender is willing to consent to such extension subject to the terms and provisions hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender (other than liens in favor of Lender) that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.

UNOFFICIAL COPY

2. Borrower acknowledges and agrees that (a) GreenState Credit Union (“GreenState”) acquired Oxford Bank & Trust (“Oxford”) on December 31, 2021, and (b) as a result of such acquisition, GreenState became the successor in interest to all rights and obligations of Oxford, as Lender, for all purposes hereof. All references in the Loan Documents to the Lender shall hereafter mean GreenState Credit Union. All notices to the Lender shall hereafter be addressed to GreenState at 1111 W. 22nd Street, Suite 800, Oak Brook, Illinois 60523, with a copy to GreenState Credit Union at 2355 Landon Road, North Liberty, Iowa 52317.

3. As of the date hereof, the total outstanding principal balance of the Amended Note is \$340,734.11. Concurrent with the execution of this Modification Agreement, Borrower shall execute and deliver to Lender a second amended and restated promissory note of even date herewith in the principal amount of Three Hundred Forty Thousand Seven Hundred Thirty-Four and 11/100 Dollars (\$340,734.11), payable to the order of Lender (the “Second Amended Note”) on May 1, 2027. Each reference in the Loan Documents to the term “Note” shall hereafter be deemed to be a reference to the Second Amended Note. Each reference in the Loan Documents to the term “Loan” shall hereafter mean that certain \$340,734.11 term loan made by Lender to Borrower and evidenced by the Second Amended Note. Each reference in the Loan Documents to the term “Maturity Date” shall hereafter mean May 1, 2027.

4. The Mortgage is hereby modified as follows:

a. The first two sentences of Recital A on page 1 of Mortgage are hereby amended and restated in its entirety to read as follows:

“Mortgagee has agreed to loan to Mortgagor the principal amount of Three Hundred Forty Thousand Seven Hundred Thirty-Four and 11/100 Dollars (\$340,734.11) (as modified from time to time, the “Loan”). The Loan shall be evidenced by a certain Second Amended and Restated Promissory Note dated as of May 1, 2024 (as amended, restated or replaced from time to time, the “Note”) made by Mortgagor payable to Mortgagee in the principal amount of the Loan, and due on May 1, 2027 (“Maturity Date”), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note). The Note shall bear interest at a fixed rate equal to seven and one-tenth percent (7.1%) per annum, subject to modification by Mortgagee and Mortgagor.”

b. Paragraph 4 is modified to provide that the monthly tax escrow payments are no longer required.

c. The following new section is added:

“13A. Fixture Filing. THIS MORTGAGE SHALL BE EFFECTIVE AS A UCC FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL GOODS WHICH ARE OR ARE TO BECOME FIXTURES RELATED TO THE PREMISES. FOR PURPOSES OF THE

UNOFFICIAL COPY

UNIFORM COMMERCIAL CODE, THE FOLLOWING INFORMATION IS FURNISHED:

- (a) The name and address of the Debtor (who is also the record owner of the Premises) is:

Shore Real Estate, LLC, 1102 Foster OID: 02776855
 1918 Orrington State of Formation: Illinois
 Evanston, Illinois 60201 (USA) Type of Organization: LLC

- (b) The name and address of the Secured Party is:

GreenState Credit Union
 2355 Landon Road
 North Liberty, Iowa 52317 (USA)

- (c) Information concerning the security interest evidenced by this instrument may be obtained from the Secured Party at its address above.

- (d) This document covers goods which are or are to become fixtures.

- (e) Proceeds and products of collateral are also covered."

- d. Paragraph 16(a) is amended and restated in its entirety to read as follows:

"Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note within fifteen (15) days after the date when due, or (ii) any other amount payable to Mortgagee under the Note, this Mortgage or any of the other Loan Documents within fifteen (15) days after the date when any such payment is due in accordance with the terms hereof or thereof;"

- e. Paragraph 37 is amended and restated in its entirety to read as follows:

"37. **Debt Service Ratio.**

a. During any calendar year ending on December 31 (a "Year"), Mortgagor shall not permit the ratio of Operating Cash Flow (as defined below) during such Year to Debt Service (as defined below) during such Year to be less than 1.15 to 1.00 ("Debt Service Ratio").

As used herein, "Operating Cash Flow" shall mean for any period all rental income (including minimum rent, additional rent, escalation and pass through payments) actually received by Mortgagor during such period arising from the ownership and

UNOFFICIAL COPY

operation of the Premises (excluding tenant security deposits, percentage rents and rent paid during such period by any tenant for more than three months of rental obligations) less the sum of all costs, taxes, expenses and disbursements of every kind, nature or description actually paid or due and payable during such period in connection with the leasing, management, operation, maintenance and repair of the Premises and of the personal property, fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith, but excluding (i) non-cash expenses, such as depreciation and amortization costs, (ii) state and federal income taxes, (iii) the non-current portion of capital expenditures determined in accordance with generally accepted accounting principles, (iv) debt service payable on the Loan, and (v) principal and interest payments on other loans expressly permitted by Mortgagee. In determining Operating Cash Flow, (a) extraordinary items of income, such as those resulting from casualty or condemnation or lease termination payments of tenants, shall be deducted from income and (b) real estate taxes and insurance premiums shall be treated as expenses to the extent of an annualized amount based upon the amount of the most recent bill for real estate taxes and insurance premiums (regardless of whether the same shall have been paid or have become due and payable during such Year).

b. As used herein "Debt Service" for any Year shall equal the sum of all principal and interest payments on the Loan and any other indebtedness of Mortgagor that is due and payable during such Year.

c. Operating Cash Flow and Debt Service shall be calculated by Mortgagee based on the financial information provided to Mortgagee by Mortgagor, including the 2024 Year-end financial and operating statements to be provided pursuant to Paragraph 30 hereof, and independently verified by Mortgagee, and the calculations so verified shall be final and binding upon Mortgagor and Mortgagee."

f. Paragraph 38(j) is amended and restated in its entirety to read as follows:

"Maximum Indebtedness and Future Advances. In no event shall the Indebtedness exceed two times the stated aggregate principal amount of the Note. This Mortgage secures the repayment of all advances that Mortgagee may now or hereafter extend to Mortgagor under the Note or under any extension, renewal, amendment, modification, replacement, refinancing, consolidation or conversion of the Note or any of the other Loan Documents, and secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Mortgagee to the

UNOFFICIAL COPY

same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the recorder's office of the county where the Premises are located. The total amount of Indebtedness may increase or decrease from time to time, as provided in the Note and other Loan Documents, and any disbursements which Mortgagee may make under this Mortgage or any other Loan Document (e.g., for payment of taxes, insurance premiums or other advances to protect Mortgagee's liens and security interests, as permitted hereby, or other disbursements made by Mortgagee pursuant to the terms thereof) shall be additional Indebtedness secured by this Mortgage. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens (excepting solely for real estate taxes and assessments levied against the Real Estate) to the extent of the maximum amount of two times the stated aggregate principal amount of the Note secured hereby."

5. Recitals paragraph A on page 1 of the Assignment of Rents is hereby amended and restated in its entirety to read as follows:

"Assignee has agreed to loan to Assignor the principal amount of Three Hundred Forty Thousand Seven Hundred Thirty-Four and 11/100 Dollars (\$340,734.11) (as modified from time to time, the "Loan"). Assignor is executing a certain Second Amended and Restated Promissory Note dated as of May 1, 2024 (as the same may be amended, modified, replaced or restated from time to time, the "Note") payable to the order of Assignee to evidence the Loan."

6. The Garnett Mortgage is hereby modified as follows:

a. The first two sentences of Recital A on page 1 of Garnett Mortgage are hereby amended and restated in its entirety to read as follows:

"Mortgagee has agreed to loan to **Shore Real Estate, LLC, 1102 Foster**, a series of an Illinois limited liability company ("Borrower"), the principal amount of Three Hundred Forty Thousand Seven Hundred Thirty-Four and 11/100 Dollars (\$340,734.11) (as modified from time to time, the "Loan"). The Loan shall be evidenced by a certain Second Amended and Restated Promissory Note dated as of May 1, 2024 (as amended, restated or replaced from time to time, the "Note") made by Borrower payable to Mortgagee in the principal amount of the Loan, and due on May 1, 2027 ("Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note). The Note shall bear interest at a fixed rate equal to seven and one-tenth percent (7.1%) per annum, subject to modification by Borrower and Mortgagor."

b. Paragraph 4 is modified to provide that the monthly tax escrow payments are no longer required.

UNOFFICIAL COPY

c. The following new section is added:

"13A. Fixture Filing. THIS MORTGAGE SHALL BE EFFECTIVE AS A UCC FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL GOODS WHICH ARE OR ARE TO BECOME FIXTURES RELATED TO THE PREMISES. FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE, THE FOLLOWING INFORMATION IS FURNISHED:

(a) The name and address of the Debtor (who is also the record owner of the Premises) is:

Shore Real Estate, LLC, 1017 Garnett Place OID: 02776855
 1918 Orrington State of Formation: Illinois
 Evanston, Illinois 60201 (USA) Type of Organization: LLC

(b) The name and address of the Secured Party is:

GreenState Credit Union
 2355 Landon Road
 North Liberty, Iowa 52317 (USA)

(c) Information concerning the security interest evidenced by this instrument may be obtained from the Secured Party at its address above.

(d) This document covers goods which are or are to become fixtures.

(e) Proceeds and products of collateral are also covered."

d. Paragraph 16(a) is amended and restated in its entirety to read as follows:

"Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note within fifteen (15) days after the date when due, or (ii) any other amount payable to Mortgagee under the Note, this Mortgage or any of the other Loan Documents within fifteen (15) days after the date when any such payment is due in accordance with the terms hereof or thereof;"

e. Paragraph 38(j) is amended and restated in its entirety to read as follows:

"Maximum Indebtedness and Future Advances. In no event shall the Indebtedness exceed two times the stated aggregate principal amount of the Note. This Mortgage secures the repayment of all advances that Mortgagee may now or hereafter extend to Mortgagor under the Note or under any extension, renewal, amendment, modification, replacement, refinancing,

UNOFFICIAL COPY

consolidation or conversion of the Note or any of the other Loan Documents, and secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Mortgagee to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the recorder's office of the county where the Premises are located. The total amount of Indebtedness may increase or decrease from time to time, as provided in the Note and other Loan Documents, and any disbursements which Mortgagee may make under this Mortgage or any other Loan Document (e.g., for payment of taxes, insurance premiums or other advances to protect Mortgagee's liens and security interests, as permitted hereby, or other disbursements made by Mortgagee pursuant to the terms thereof) shall be additional Indebtedness secured by this Mortgage. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens (excepting solely for real estate taxes and assessments levied against the Real Estate) to the extent of the maximum amount of two times the stated aggregate principal amount of the Note secured hereby."

7. Recitals paragraph A on page 1 of the Garnett Assignment of Rents is hereby amended and restated in its entirety to read as follows:

"Assignee has agreed to loan to **Shore Real Estate, LLC, 1102 Foster**, a series of an Illinois limited liability company ("~~Lender~~"), the principal amount of Three Hundred Forty Thousand Seven Hundred Thirty-Four and 11/100 Dollars (\$340,734.11) (as modified from time to time, the "Loan"). Borrower is executing a certain Second Amended and Restated Promissory Note dated as of May 1, 2024 (as the same may be amended, modified, replaced or restated from time to time, the "Note") payable to the order of Assignee to evidence the Loan."

8. Consent to Jurisdiction. Each jurisdiction provision in the Loan Documents is modified to provide that the parties consent to jurisdiction in either Cook County, Illinois or Johnson County, Iowa.

9. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Second Amended Note and this Modification Agreement.

10. Except for the modifications stated herein, the Second Amended Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Second Amended Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the Loan shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Second Amended Note and other Loan Documents, to forgive or waive any

UNOFFICIAL COPY

violation, default or breach under the Second Amended Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

11. Contemporaneously with the execution of this Modification Agreement by Lender, Borrower shall pay to Lender a non-refundable modification fee as set forth in the Second Amended Note, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within fifteen (15) days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Second Amended Note).

12. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Second Amended Note, the Mortgage, the Assignment of Rents, the Garnett Mortgage and/or the Garnett Assignment of Rents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

13. This Modification Agreement shall extend to and be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

14. Borrower hereby ratifies and confirms its obligations and liabilities under the Second Amended Note and the other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that it has no defenses, claims or set-offs against the enforcement by Lender of its obligations and liabilities under the Second Amended Note and the other Loan Documents, as so amended.

15. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principles), including all matters of construction, validity and performance.

16. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modifications and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

17. This Modification Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such

UNOFFICIAL COPY

counterparts shall together constitute one and the same instrument. Facsimile and electronic (i.e., email or PDF) signatures shall be deemed original signatures.

18. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND FOSTER EACH HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, THE COUNTY OF JOHNSON, STATE OF IOWA, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND FOSTER EACH HEREBY EXPRESSLY WAIVE ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER, FOSTER AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF BORROWER, FOSTER AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER, FOSTER AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT BORROWER, FOSTER OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWER, FOSTER AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

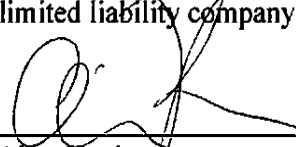
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

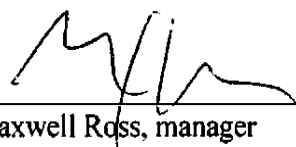
UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

Borrower:

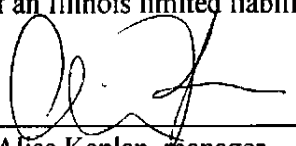
Shore Real Estate, LLC, 1102 Foster, a series of an Illinois limited liability company

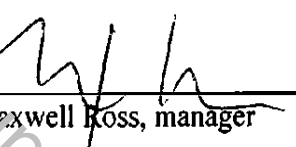
By: 
Alisa Kaplan, manager

By: 
Maxwell Ross, manager

Garnett:

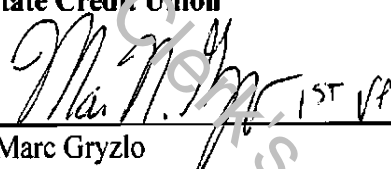
Shore Real Estate, LLC, 1017 Garnett Place, a series of an Illinois limited liability company

By: 
Alisa Kaplan, manager

By: 
Maxwell Ross, manager

Lender:

GreenState Credit Union

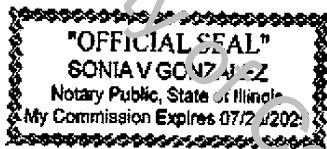
By: 
Marc Gryzlo
Its: Commercial Services Loan Officer 1st VP

UNOFFICIAL COPY

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 Alisa Kaplan and Maxwell Ross, known to me as the managers **Shore Real Estate, LLC, 1102 Foster**, a series of an Illinois limited liability company, and known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such managers of said limited liability company series, pursuant to authority given by the members of said limited liability company series, as their own and free and voluntary act and as the free and voluntary act of said limited liability company series, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of May, 2024.



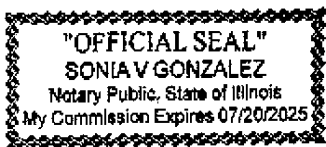
[Handwritten Signature]

Notary Public

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 Alisa Kaplan and Maxwell Ross, known to me as the managers **Shore Real Estate, LLC, 1017 Garnett Place**, a series of an Illinois limited liability company, and known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such managers of said limited liability company series, pursuant to authority given by the members of said limited liability company series, as their own and free and voluntary act and as the free and voluntary act of said limited liability company series, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 2024.



[Handwritten Signature]

Notary Public

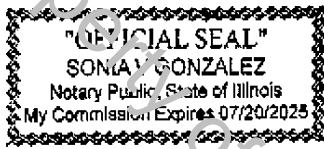
My Commission Expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Marc Gryzlo, Commercial Services Loan Officer 1st VP, of GreenState Credit Union, known to me to be the same person whose name is subscribed to the foregoing instrument as such officer 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 credit union.

Given under my hand and notarial seal this 15 day of May, 2024.



[Handwritten Signature]

Notary Public

My Commission Expires: _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PIN: 11-18-107-041-0000

Address: 1102 Foster Street, Evanston, Illinois 60201

LOT 12 (EXCEPT THE EAST 9.5 FEET THEREOF) IN J.B. HOBBS' SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1888 IN BOOK 33 OF PLATS, PAGE 9 AS DOCUMENT NUMBER 1045266, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION OF THE GARNETT PREMISES

PIN: 11-18-107-034-0000

Address: 1017 Garnett Place, Evanston, Illinois 60201

LOT 40 E.V.B. HOBBS SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.