#### **RECORDATION REQUESTED BY:**

The PrivateBank and Trust Company Illinois - Oakbrook Office 1110 Jorie Boulevard Oak Brook , IL 60523

WHEN RECORDED MAIL TO:

The PrivateBank and Trust Company-Loan Operations CLOSER: W. Reco

70 W. Madison, 8th Floor Chicago, IL 60632-4202

Par Golf, LLC 1013 Ridgeview Drive Barrington, IL 60010

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
The PrivateBank and Trust Company
70 West Madison, Suite 200
Chicago, IL 60602-4202

67249742

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 10, 2012, is made and executed between Par Golf, LLC (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 1110 Jorie Boulevard, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 30, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

12/06/2007 as Document #: 0734042082.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

UNIT C IN THE MITCHELL COMMONS II CONDOMINIUM AS DELINEATED ON A SUFVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN SPECTRUM BUSINESS PARK UNIT 2, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF FILED AUGUST 23, 1989 AS DOCUMENT LR 3819260, IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 91293629 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The Real Property or its address is commonly known as 546 Pratt Avenue North, Schuamburg, IL 60193. The Real Property tax identification number is 07-33-203-065-1003.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

As of May 10, 2012, the maturity date of the Indebtedness is May 10, 2017. If the Indebtedness is renewed, extended, modified, refinanced or the agreement that evidences the Indebtedness is consolidated

1215708386 Page: 2 of 4

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#### MODIFICATION OF MORTGAGE (Continued)

Page 2

with another agreement or another agreement is substituted for such existing document, such maturity date shall also be so extended; provided that, under no circumstances will this Mortgage secure Indebtedness advanced after the date 25 years from the maturity date listed above unless this Mortgage is modified to reflect a new maturity date.

MODIFY THE DEFINITION OF "NOTE" TO MEAN ALL PROMISSORY NOTES EXECUTED BY PAR GOLF, LLC AND PAR GOLF SUPPLY, INC. TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE NOTE OR AGREEMENTS.

The Indebtedness bears interest at a variable rate of interest based upon the Prime/LIBOR Rate plus an applicable margin, as more specifically set forth in the Note/Credit Agreement which is incorporated herein by reference. Under no circumstances shall interest on the Indebtedness that is secured by the Mortgage be in excess of 25% per annum.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a social saction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker of endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 10, 2012. Clort's Orgica

**GRANTOR:** 

PAR GOLF, LLC

Gallichio, Manager of Par

Deronda "Dee" C. Pierce, Manager of Par Golf, LLC

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

1215708386 Page: 3 of 4

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# MODIFICATION OF MORTGAGE (Continued)

Page 3

LIMITED LIABILITY COMPA	ANY ACKNOWLEDGMENT
STATE OF	
	) SS
COUNTY OF	) 33
COUNTY OF	,
On this day of May	, 20/2 before me, the undersigned Notary
Public, personally ar peared Michael S. Gallichio, Mana Manager of Par Goli, LLC, and known to me to be	ager of Par Golf, LLC and Deronda "Dee" C. Pierce,
company that executed the Modification of Mortgage a	and acknowledged the Modification to be the free and
voluntary act and deed of the limited liability company, I	by authority of statute, its articles of organization or its
operating agreement, for the uses and purposes therein to execute this Modification and in fact executed the Mo	mentioned, and on oath stated that they are authorized adification on behalf of the limited liability company.
By Wan ( 4	Residing at
Notary Public in and for the State of	
12/2 19/2	"OFFICIAL SEAL"
My commission expires	SUSAN T. LE.
	Notary Public, State of Illinois  My Commission Expires 12/31/15
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1215708386 Page: 4 of 4

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## MODIFICATION OF MORTGAGE (Continued)

Page 4

LENDER ACKNOWLEDGMENT	
STATE OF	)
	) SS
COUNTY OF	)
instrument and acknowledged said instrument to be to and Trust Company, duly artificized by The PrivateBa otherwise, for the uses and purposes therein mention execute this said instrument and in fact executed this Company.	Trust Company that executed the within and foregoing the free and voluntary act and deed of The PrivateBank ank and Trust Company through its board of directors or ned, and on oath stated that he or she is authorized to said instrument on behalf of The PrivateBank and Trust
	Residing at
Notary Public in and for the State of 7/11/5/2  My commission expires 7/3/3/3/	"OFFICIAL SEAL" SUSAN T. LE Notary Public, State of Illinois My Commission Expires 12/31/15

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