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THIS DOCUMENT PREPARED BY
AND UPON RECORDING MAIL TO:

Brandon R. Calvert, Esq.
Charity & Associates, P.C.
20 N. Clark Street, Suite 1150
Chicago, Illinois 60602



Doc#: 1310733087 Fee: \$64.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/17/2013 11:38 AM Pg: 1 of 11

THIRTY-FIFTH MODIFICATION AND SUPPLEMENT TO MORTGAGE

THIS THIRTY-FIFTH MODIFICATION AND SUPPLEMENT TO MORTGAGE ("Modification Agreement") is made and entered into as of the 13th day of March, 2013 by and between **RDG FUND-1 LLC**, an Illinois limited liability company (the "**Borrower**") with an address at 150 N. Wacker Drive, Suite 650, Chicago, Illinois 60606, and **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation (the "**Lender**"), with an office at 50 South LaSalle St., Chicago, Illinois 60603.

RECITALS

A. Lender and Borrower have entered into that certain Second Amended Loan and Security Agreement dated as of August 20, 2009, as amended by that certain Third Amended Loan and Security Agreement dated as of July 27, 2010, as amended by that certain Fourth Amended Loan and Security Agreement dated as of November 30, 2010, as amended by that certain Fifth Amended Loan and Security Agreement dated as of November 28, 2011, as amended by that certain Sixth Amended Loan and Security Agreement dated as of February 28, 2013 (collectively the "**Loan Agreement**") under which Lender agreed to make a loan or loans in the aggregate to the Borrower on a revolving basis up to the maximum principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) (the "**Loan**"). Pursuant to the Loan Agreement, the Borrower has executed that certain Second Amended and Restated Revolving Note dated August 20, 2009 executed by Borrower in favor of Lender in the original principal amount of the Loan, as amended by that certain Third Amended and Restated Revolving Note dated as of July 27, 2010, as amended by that certain Fourth Amended and Restated Revolving Note dated as of November 30, 2010, as amended by that certain Fifth Amended and Restated Revolving Note dated as of November 28, 2011, as amended by that certain Sixth Amended and Restated Revolving Note dated as of February 28, 2013 (collectively the "**Note**").

B. As security for the Liabilities (as defined in the Mortgage), Borrower executed that certain Mortgage (including Security Agreement, Fixture Filing and Assignment of Rents and Leases) dated October 7, 2009 and recorded on October 16, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0928944018, as modified by the First Modification and Supplement to Mortgage dated October 19, 2009 and recorded on October 26, 2009 as Document Number 0929926104, as modified by the

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Second Modification and Supplement to Mortgage dated November 10, 2009 and recorded on November 13, 2009 as Document Number 0931734072, as modified by the Third Modification and Supplement to Mortgage dated December 9, 2009 and recorded on December 14, 2009 as Document Number 0934804143, as modified by the Fourth Modification and Supplement to Mortgage dated February 11, 2010 and recorded on February 19, 2010 as Document Number 1005035068, as modified by the Fifth Modification and Supplement to Mortgage dated April 19, 2010 and recorded on April 26, 2010 as Document Number 1011611008, as modified by the Sixth Modification and Supplement to Mortgage dated June 21, 2010 and recorded on July 1, 2010 as Document Number 1018226028, as modified by the Seventh Modification and Supplement to Mortgage dated July 19, 2010 and recorded on August 16, 2010 as Document Number 1022812129, as modified by the Eighth Modification and Supplement to Mortgage dated August 12, 2010 and recorded on August 27, 2010 as Document Number 1023933110, as modified by the Ninth Modification and Supplement to Mortgage dated August 27, 2010 and recorded on September 9, 2010 as Document Number 1025241067, as modified by the Tenth Modification and Supplement to Mortgage dated September 13, 2010 and recorded on September 27, 2010 as Document Number 1027033037, as modified by the Eleventh Modification and Supplement to Mortgage dated September 24, 2010 and recorded on October 6, 2010 as Document Number 1027910036, as modified by the Twelfth Modification and Supplement to Mortgage dated November 8, 2010 and recorded on November 18, 2010 as Document Number 1032229121, as modified by the Thirteenth Modification and Supplement to Mortgage dated January 21, 2011 and recorded on February 4, 2011 as Document Number 1103522012, as modified by the Fourteenth Modification and Supplement to Mortgage dated February 1, 2011 and recorded on February 22, 2011 as Document Number 1105341078, as modified by the Fifteenth Modification and Supplement to Mortgage dated March 19, 2011 and recorded on March 29, 2011 as Document Number 1108844030, as modified by the Sixteenth Modification and Supplement to Mortgage dated April 8, 2011 and recorded on April 20, 2011 as Document Number 1111041000, as modified by the Seventeenth Modification and Supplement to Mortgage dated April 21, 2011 and recorded on May 4, 2011 as Document Number 1112431003, as modified by the Eighteenth Modification and Supplement to Mortgage dated August 11, 2011 and recorded on August 22, 2011 as Document Number 1123444009, as modified by the Nineteenth Modification and Supplement to Mortgage dated September 2, 2011 and recorded on September 19, 2011 as Document Number 1126231005, as modified by the Twentieth Modification and Supplement to Mortgage dated October 19, 2011 and recorded on November 1, 2011 as Document Number 1130510052, as modified by the Twenty-First Modification and Supplement to Mortgage dated November 14, 2011 and recorded on December 21, 2011 as Document Number 1135512022, as modified by the Twenty-Second Modification and Supplement to Mortgage dated December 7, 2011 and recorded on January 5, 2012 as Document Number 1200522047, as modified by the Twenty-Third Modification and Supplement to Mortgage dated January 3, 2012 and recorded on January 20, 2012 as Document Number 1202042031, as modified by the Twenty-Fourth Modification and Supplement to Mortgage dated January 24, 2012 and recorded on February 21, 2012 as Document Number 1205204166, as modified by the Twenty-Fifth Modification and Supplement to Mortgage dated February 13, 2012 and recorded on March 2, 2012 as Document Number 1206216022, as modified by the Twenty-Sixth Modification and Supplement to Mortgage dated February 23, 2012 and recorded on March 2, 2012, 2012 as Document Number 1206216023, as modified by the Twenty-Seventh Modification and Supplement to Mortgage dated April 20, 2012 and recorded on May 1, 2012, 2012 as Document Number 1212212009, as modified by the Twenty-Eighth Modification and Supplement to Mortgage dated June 20, 2012 and recorded on July 10, 2012 as Document Number 1219233087, as modified by the Twenty-Ninth Modification and Supplement to Mortgage dated July 16, 2012 and recorded on July 30, 2012 as Document Number 1221233024, as modified by the Thirtieth Modification and Supplement to Mortgage dated September 28, 2012 and recorded on October 24, 2012 as Document Number 1229841000, as modified by the Thirty-First Modification and Supplement to Mortgage dated October 12, 2012 and recorded on October 24, 2012 as Document Number 1229841001, as modified by the Thirty-Second Modification and Supplement to Mortgage dated October 31, 2012 and recorded on December 5, 2012

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as Document Number 1234033061, as modified by the Thirty-Third Modification and Supplement to Mortgage dated November 19, 2012 and recorded on December 5, 2012 as Document Number 1234033062, as modified by the Thirty-Fourth Modification and Supplement to Mortgage dated November 29, 2012 and recorded on December 20, 2012 as Document Number 1235533000 (the "**Mortgage**"), granting a first mortgage lien and security interest in certain real property described in the Mortgage (the "**Original Property**").

C. The Borrower owns certain other real property, as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Additional Property**"), and desires that such Additional Property secure the Liabilities.

D. The Lender and Borrower desire by this Modification Agreement to amend and supplement the Mortgage and to grant a mortgage and security interest in the Additional Property to Lender as security for the Liabilities and to provide that the Additional Property shall be subject to all provisions, conditions and restrictions of the Mortgage. The Lender and the Borrower are entering into this Modification Agreement to effectuate such amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender and Borrower hereby agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Mortgage.

2. **Amendment and Supplement** Notwithstanding anything to the contrary contained in the Mortgage, the Mortgage is hereby amended and supplemented as follows:

(a) The last paragraph of Section 3 of the Mortgage is hereby replaced in its entirety by the following:

THE TOTAL AMOUNT OF INDEBTEDNESS SECURED HEREBY SHALL NOT EXCEED EIGHT MILLION DOLLARS (\$8,000,000.00) OUTSTANDING AT ANY ONE TIME, PLUS INTEREST THEREON, PLUS ANY DISBURSEMENT FOR THE PAYMENT OF TAXES AND INSURANCE ON THE PREMISES, TOGETHER WITH INTEREST THEREON, PLUS THE AMOUNT OF ANY OTHER PROTECTIVE ADVANCES, TOGETHER WITH INTEREST THEREON.

(b) The Borrower hereby bargains, grants, conveys, warrants, mortgages and sells unto the Lender a first priority lien and security interest in and to the Additional Property to the same extent as the Original Property. The Additional Property is hereby subject to all of the terms, provisions, covenants, and restrictions contained in the Mortgage.

(c) The term "Collateral" as defined in the Loan Agreement, the term "Premises" as defined in the Mortgage and all other references in the Related Documents (as defined in the Mortgage) to the real property covered by the Mortgage, are hereby amended and supplemented to include the Original Property and the Additional Property.

3. Except as and to the extent amended by this Modification Agreement, the Mortgage and the other Related Documents and all terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

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4. The Mortgage, as hereby amended, shall continue to secure repayment of the Liabilities without loss of priority.

5. All references in the Loan Agreement, Note and other Related Documents to the Mortgage shall be deemed to refer to the Mortgage as modified by this Modification Agreement.

6. Borrower agrees to pay all costs and expenses incurred in connection with this Modification Agreement, including, without limitation, attorney's fees incurred by Lender in the preparation, negotiation and execution of this Modification Agreement.

7. This Modification Agreement has been executed by the Borrower and delivered to and executed by Lender in the State of Illinois and shall be construed in accordance with and governed by the internal laws of the State of Illinois.

8. In the event of a conflict or inconsistency between the provisions of the Mortgage and the provisions of this Modification Agreement, the provisions of this Modification Agreement shall control.

9. This Modification Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Modification Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

[Signatures appear on the following page]

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IN WITNESS WHEREOF, this Modification Agreement is executed as of the date first above written.

LENDER:

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

By: _____
Name: JACK CHANG
Its: Vice President

BORROWER:

RDG FUND-1 LLC,
an Illinois limited liability company

By: Residential Dynamics Group LLC, its Manager

By: _____
Name: Yung Bong Lim
Its: Manager

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IN WITNESS WHEREOF, this Modification Agreement is executed as of the date first above written.

LENDER:

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

By: _____

Name: _____

Its: _____

BORROWER:

RDG FUND-1 LLC,
an Illinois limited liability company

By: Residential Dynamics Group LLC, its Manager

By:  _____

Name: Yung Bong Lim

Its: Manager

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IN WITNESS WHEREOF, this Modification Agreement is executed as of the date first above written.

LENDER:

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

By: _____
Name: _____
Its: _____
[Handwritten Signature]
[Handwritten Title: Vice President]

BORROWER:

RDG FUND-1 LLC,
an Illinois limited liability company

By: Residential Dynamics Group LLC, its Manager

By: _____
Name: Yung Bong Lim
Its: Manager

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EXHIBIT A
LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

5351 S. MULLIGAN AVENUE, CHICAGO, ILLINOIS

LOT 26 (EXCEPT THE SOUTH 2 FEET, 6 INCHES THEREOF) AND LOT 27 (EXCEPT THE NORTH 15 FEET, 6 INCHES THEREOF) IN BLOCK 17 IN BARTLETT'S HIGHLANDS BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE EAST 1/2 THEREOF) OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 19-08-317-015-0000

2715 N. 75TH AVENUE, ELMWOOD PARK, ILLINOIS

THE NORTH 8 FEET OF LOT 30, ALL OF LOT 31 AND LOT 32 (EXCEPT THE NORTH 24 FEET THEREOF) IN BLOCK 2 IN ELLS WORTH, BEING A SUBDIVISION OF BLOCKS 1 TO 10, 13, 14 AND THE NORTH 225 FEET OF BLOCK 12, AND THE NORTH 350 FEET OF BLOCK 11 AND THE EAST 1/2 OF BLOCK 18 AND THE NORTH 250 FEET OF THE WEST 1/2 OF BLOCK 18 ALL IN CHICAGO HEIGHTS BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-25-402-012-0000

4510 S. FORRESTVILLE AVENUE, CHICAGO, ILLINOIS

LOT 1 IN BLOCK 2 OF CLARK AND TRAINER'S RESUBDIVISION OF LOTS 10 TO 13 AND THE NORTH 22 FEET OF LOT 14 IN BLOCK 2 OF JOHN WILSON'S SUBDIVISION OF THE NORTH 4 ACRES OF LOT 1 IN CLEAVER AND TAYLOR'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-03-416-028-0000

2824 N. 72ND COURT, ELMWOOD PARK, ILLINOIS

LOT 47 (EXCEPT THE NORTH 36 FEET AND EXCEPT THE SOUTH 32 FEET) IN JOHN J. RUTHERFORD'S SECOND ADDITION TO MONT CLARE IN THE NORTHEAST 1/4 IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-25-230-031-0000