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*This Document Prepared by and
after Recording, Return To:*

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Doc#: 1316133124 Fee: \$52.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/10/2013 02:42 PM Pg: 1 of 8

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "Modification of Mortgage") is made as of April 5, 2013, by and between Zbigniew H. Loszewski, divorced and not since remarried ("Mortgagor") and STANDARD BANK AND TRUST COMPANY, an Illinois banking corporation (together with its successors and assigns, "Lender").

Recitals

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A. Mortgagor is the owner of fee title to certain real estate (the "Land") located in LaGrange, Cook County, Illinois, and legally described in Exhibit A attached hereto and made a part hereof.

B. 12161 South Central NZT, LLC, an Illinois limited liability company ("NZT") and 12161 South Central NZT 2, LLC, an Illinois limited liability company ("NZT2") and with NZT collectively referred to herein as "Borrower") and Lender are parties to that certain Loan and Security Agreement dated as of February 10, 2012 (the "Loan Agreement") that certain First Amendment To Loan Agreement dated as of August 31, 2012 ("First Amendment") and that certain Second Amendment to Loan Agreement dated as of October 5, 2012 ("Second Amendment") whereby Lender agreed to make certain construction and permanent loans in the aggregate amount of up to \$12,717,665.00 available to Borrower ("Loan"), which is evidenced by a \$12,717,665.00 Amended And Restated Mortgage Note (the "Note"). Borrower and Lender have entered into that certain Third Amendment to Loan Agreement of even date herewith ("Third Amendment") and collectively with the First Amendment, the Second Amendment, and the Loan Agreement referred to as the "Loan Agreement").

C. Borrower has requested that Lender extend the Termination Date or Maturity Date.

D. The Loan is secured by, among other things, that certain Mortgage, Security Agreement and Fixture Filing (the "Mortgage") dated as of October 5, 2012, made by Mortgagor

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for the benefit of Lender and recorded on January 31, 2013 as Instrument No. 1303144103 with the Cook County Recorder of Deeds.

E. Mortgagor and Lender desire to further modify the Mortgage and Assignment of Rents as set forth herein and pursuant to the Third Amendment.

AGREEMENT

1. MODIFICATIONS TO MORTGAGE.

1.1 Recital C of the Mortgage is hereby deleted and is hereby replaced with the following:

C. The Loan is evidenced by a Second Amended and Restated Mortgage Note dated as of April 5, 2013 from Borrower to Mortgagee (the "Note"), made payable to the order of and delivered to Mortgagee, in and by which Note the Mortgagor promises to pay the principal sum of the Loan and interest at the rate and in installments as provided in the Note, with a final payment of all principal and interest due and payable on the Maturity Date (as defined in the Note), and subject to acceleration, all as provided in the Note. All of the principal and interest are payable at such place as the holder or holders of the Note (the "Holder(s)") may from time to time in writing appoint, and in absence of such appointment, then at the offices of Mortgagee in Hickory Hills, Illinois.

1.2 Section 1 of the Mortgage is hereby deleted in its entirety and is hereby replaced with the following:

1. Payment of Indebtedness/Title.

(a) Mortgagor will cause Borrower to promptly pay when due, the amount of principal and interest due under the Note, at the time and as provided in the Note, and will keep, perform, and observe every covenant, term and condition of this Mortgage;

(b) "Interest Rate" means (i) the Prime Rate, plus one half of one percent (1/2%) per annum, during the period from the Closing Date until the earlier of (x) the date that the U.S. Small Business Administration ("SBA") closes and funds its Authorization for Debenture Guarantee/SBA 504 Loan with Borrower in the total gross debenture amount of \$5,000,000.00 pursuant to that certain Authorization for Debenture Guarantee/SBA 504 Loan dated January 31, 2012 (and to be amended or revised by Borrower with the SBA), or (y) July 5, 2013 ("Conversion Date"), (ii) the fixed interest rate per annum equal to the Five Year Treasury Rate Index as in effect on the business day before the Conversion Date, plus three percent (3%) which rate will remain in effect until the day before the First Adjustment Date, but in no event will the rate be less than Four and Three-Quarters Percent (4.75%) per annum, (iii) the Interest Rate per annum as adjusted pursuant to Section 2.1 of the Loan Agreement which will remain in effect from the First Adjustment Date until the day before the Second Adjustment Date, but in no

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event will the rate be less than Four and Three-Quarters Percent (4.75%) per annum (iv) the Interest Rate per annum as adjusted pursuant to Section 2.1 of the Loan Agreement which will remain in effect from the day before the Third Adjustment Date until the Maturity Date, but in no event will the rate be less than Four and Three-Quarters Percent (4.75%) per annum, (v) plus, in either case of (i) or (ii) or (iii) or (iv) if applicable, the Default Rate;

(c) "Five Year Treasury Rate Index" means the average yield on United States Treasury Securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board and as published in the Wall Street Journal;

(d) The Maturity Date of the Note is as of the earlier of (i) the fifth (5th) day of the first full month after the tenth (10th) Anniversary Date following the Conversion Date, and (ii) July 5, 2023. "Anniversary Date" means each anniversary of the date of the Loan Agreement or the Conversion Date, as applicable;

(e) Mortgagor represents, covenants and warrants that (a) Mortgagor is the holder of the fee simple title to all real property comprising the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and as otherwise approved by Mortgagee ("Permitted Exceptions"); and

(f) Mortgagor has legal power and authority to mortgage and convey the Premises.

2. CONDITIONS PRECEDENT. This Modification of Mortgage shall become effective only upon the satisfaction of all of the following conditions:

2.1 Each of Mortgagor, Borrower and Lender, as applicable, shall have executed original counterparts of this Modification of Mortgage, the Third Amendment, and all documents required by the Third Amendment and Mortgagor and Borrower shall have delivered executed original counterparts of the foregoing documents to Lender.

2.2 Stewart Title Insurance Company shall have issued to Lender such title endorsements as Lender may reasonably request to insure the continued lien of the Mortgage.

2.3 This Modification of Mortgage shall have been recorded with the Cook County Recorder of Deeds.

3. INCORPORATION. This Modification of Mortgage shall form a part of each Loan Document, and all references in any Loan Document to the Mortgage shall mean the Mortgage as hereby modified.

4. NO PREJUDICE - RESERVATION OF RIGHTS. This Modification of Mortgage shall not prejudice any rights or remedies of Lender under the Loan Documents, as modified hereby.

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5. NO IMPAIRMENT. Except as specifically hereby amended, the Mortgage shall remain unaffected by this Modification of Mortgage and shall remain in full force and effect. Nothing in this Agreement shall impair the lien of the Mortgage or any other security documents associated with the Loan. The Mortgage, as amended hereby, shall remain a lien encumbering the Property. Borrower covenants, represents and warrants to maintain and cause to be maintained the continued lien priority of the Mortgage. Borrower covenants and agrees at its sole cost and expense, to protect, defend, indemnify and hold Lender, its directors, officers, shareholders, employees, agents, successors and assigns harmless from and against any and all losses, liabilities, obligations, claims, damages, penalties, causes of action, fines, costs and expenses, including without limitation, litigation costs (including, without limitation, reasonable attorneys' fees, expenses, sums paid in settlement of claims and any such fees and expenses), directly or indirectly imposed upon or incurred by or asserted against Lender, its directors, officers, shareholders, employees, agents, successors and assigns, arising out of or in connection with any liens or encumbrances intervening between the recordation of the Mortgage and the recordation of this Modification of Mortgage.


6. MISCELLANEOUS. This Modification of Mortgage may be executed in counterparts, and all such counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Modification of Mortgage to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents.

[signature pages follow]

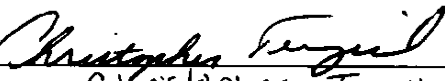
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IN WITNESS WHEREOF, the parties hereto executed, or in the case of Lender, have caused this Modification of Mortgage to be executed by an officer thereunto duly authorized as of the date first above written.

MORTGAGOR:

By: 
Name: Zbigniew H. Loszewski

LENDER:

By: 
Name: Christopher Terzich
Title: SVP

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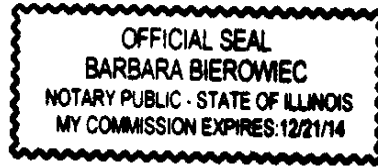
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Zbigniew H. Loszewski, divorced and not since remarried, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of May, 2013.

Barbara Bierowiec
Notary Public

My commission expires 12.21.14.



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the _____ of STANDARD BANK AND TRUST COMPANY, appeared before me this day in person and acknowledged that said person signed and delivered the said instrument as _____ pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 31st day of May, 2013.

Barbara Bierowiec
NOTARY PUBLIC



(SEAL)

MY COMMISSION EXPIRES 12. 21. 14

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER LYING WEST OF THE EAST 20 ACRES THEREOF IN SECTION 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 29, SAID POINT BEING 948.50 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST AT RIGHT ANGLES TO THE SAID WEST LINE OF SAID SECTION 29, A DISTANCE OF 499.25 FEET; THENCE SOUTH 174.45 FEET; THENCE WEST 499.25 FEET TO THE SAID WEST LINE OF SECTION 29; THENCE NORTH TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 18-29-300-007-0000

Commonly known as: 7755 Wolf Road, LaGrange, Illinois