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Doc#: 1326110070 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/18/2013 02:29 PM Pg: 1 of 6

AFTER RECORDING RETURN TO:
Inland Bank & Trust
2805 Butterfield Road
Oak Brook, IL 60523
Attention: Sean Gallagher, Sr. V.P.

PERMANENT INDEX NUMBER:
17-08-325-022-0000
17-08-325-013-0000

PROPERTY ADDRESS:
1300 W. Randolph St. and
1302-08 W. Randolph St.
Chicago, IL 60607

MODIFICATION OF MORTGAGE

This Modification of Mortgage (this "Modification") entered into as of August 9, 2013 by **1300 RANDOLPH LLC**, an Illinois limited liability company and **1302-08 RANDOLPH LLC**, an Illinois limited liability company (each of and collectively, the "Mortgagor"), whose address is 1302 W. Randolph St., Chicago, IL 60607, to **INLAND BANK & TRUST** (the "Bank" or "Mortgagee"), whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523.

RECITALS:

A. Mortgagor executed a Real Estate Mortgage, Assignment of Rents, Security Agreement, Financing Statement (the "Mortgage") dated March 14, 2013 for the benefit of Bank which was recorded on March 26, 2013 as Document No. 1308501038 in the Office of the Cook County Recorder of Deeds encumbering certain property commonly known as 1300 W. Randolph St. and 1302-08 W. Randolph St., Chicago, IL 60607 as more particularly described in Exhibit A attached hereto (the "Premises").

B. The Bank is the holder of the following:

- (i) A Mortgage Note dated March 14, 2013 in the principal amount of One Million Three Hundred Sixty Nine Thousand and No/100 Dollars (\$1,369,000.00), bearing interest and payable as set forth therein (the "Mortgage Note") executed by the Mortgagor, DeNovo Constructors, Inc. DeNovo Properties Holdings LLC and Jonathon K. Markoff and made payable to the order of the Bank;
- (ii) An Term Note dated March 14, 2013 in the principal amount of Two Hundred Eighty One Thousand and 00/100 Dollars (\$281,000.00), bearing interest and payable as set forth therein (the "Term Note") executed by the Mortgagor, DeNovo Constructors, Inc. DeNovo Properties Holdings LLC and Jonathon K. Markoff and made payable to the order of the Bank;

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(iii) A Replacement Revolving Note dated August 9, 2013 in the principal amount of Three Million and 00/100 Dollars (\$3,000,000.00), bearing interest and payable as set forth therein (the "Replacement Revolving Note") executed by Mortgagor, DeNovo Constructors, Inc. DeNovo Properties Holdings LLC and Jonathon K. Markoff and made payable to the order of the Bank;

(iv) A Capex Note dated August 9, 2013 in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), bearing interest and payable as set forth therein (the "Capex Note") executed by D Transport, LLC, DeNovo Constructors, Inc and Jonathon K. Markoff and made payable to the order of the Bank;

C. Mortgagor desires hereby to amend the Mortgage to reflect that the Mortgage secures the Notes.

NOW, THEREFORE, in consideration of the mutual premises and agreement of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend and modify the Mortgage as follows:

1. Recitals. The Recitals to this Amendment are incorporated herein by this reference as fully and with the same force and effect as if repeated herein at length.

2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

3. Notes Secured.

(a) Section (ii) of the second paragraph on the first page of the Mortgage is hereby deleted and the following is substituted in lieu thereof:

(ii) Payment of that certain Replacement Revolving Note dated August 9, 2013 from the Mortgagor, DeNovo Constructors, Inc. DeNovo Properties Holdings LLC and Jonathon K. Markoff to Mortgagee in the principal sum of Three Million and 00/100 Dollars (\$3,000,000.00) with interest, which Note provides, among other things, for final payment of all amounts due thereunder, if not sooner paid or payable, to be due on or before June 5, 2014 and any and all amendments, extensions, renewals, modifications, substitutions or replacements of said Note (the "Replacement Revolving Note" which by this reference is incorporated herein); and

(b) The following new Section (v) is hereby added to the second paragraph of the Mortgage:

(v) Payment of that certain Capex Note dated August 9, 2013 from the D Transport, LLC, DeNovo Constructors, Inc. and Jonathon K. Markoff to Mortgagee in the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with

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interest, which Note provides, among other things, for final payment of all amounts due thereunder, if not sooner paid or payable, to be due on or before June 5, 2018 and any and all amendments, extensions, renewals, modifications, substitutions or replacements of said Note (the "Capex Note", which by this reference is incorporated herein).

(The Mortgage Note, the Term Note, the Replacement Revolving Note and the Capex Note, together with any and all extensions, renewals and modifications thereof and substitutions therefor, are referred to each of and collectively herein as the "Note" and the "Notes");

(c) The term "Notes", as defined in the Mortgage, is hereby amended to be the Notes as defined herein.

(d) Mortgagor expressly agrees that the Mortgage secures the Indebtedness, including, without limitation, the Notes and any and all extensions, renewals and modifications thereof and substitutions therefor.

4. The following is hereby added as new paragraph 45 of the Mortgage:

Mortgagee may at any time and from time to time, without notice to, and without the consent of, any other person or entity (except for Mortgagor in the case of a modification of the terms of the Note or this Mortgage), (1) extend or accelerate (upon an Event of Default) the time of payment of the Indebtedness secured hereby, (2) agree to modify the terms of the Note or this Mortgage, including increasing payments of interest and principal, (3) release any person liable for payment of any Indebtedness secured hereby or for performance of any obligation, (4) release all or any part of the security held for the Indebtedness secured hereby, or (5) exercise or refrain from exercising or waive any right Mortgagee may have. Mortgagee shall have such rights and may exercise them without affecting the lien or priority of this Mortgage upon the Mortgaged Premises or any part thereof, and without affecting the liability of any guarantor or surety, notwithstanding the fact that guarantors, sureties, junior mortgages, judgments, or other claims or encumbrances may be impaired, prejudiced, or otherwise adversely affected thereby.

5. Reaffirmation of Mortgage. All the terms, conditions, representations, covenants, agreements and provisions set forth in the Mortgage, as heretofore, hereby and hereafter amended, modified, supplemented and/or restated, shall be and they are hereby reaffirmed, ratified, and confirmed in their entirety by the Mortgagor and incorporated herein by reference as if fully set forth herein. All references in the Mortgage to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by this Modification. Except as herein above modified and amended, the Mortgage and all the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall remain in full force and effect in all respects without setoff, demand or counterclaim.

6. No Satisfaction; No waiver. It is the expressed intention and agreement of the parties hereto that this modification of the Mortgage is not intended or to be construed as an

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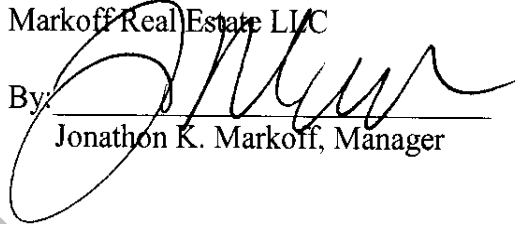
6. No Satisfaction; No waiver. It is the expressed intention and agreement of the parties hereto that this modification of the Mortgage is not intended or to be construed as an extinguishment, revocation, satisfaction or discharge of any of the Indebtedness, liabilities or obligations thereunder or any guaranty thereof, nor shall said modification be deemed to be a waiver of Bank's rights thereunder or under any Note or other Related Documents or other document between the parties hereto.

IN WITNESS WHEREOF, this Modification has been duly executed the day and year first above written.

1300 RANDOLPH, LLC

By: Its Member


Markoff Real Estate LLC

By: 
Jonathon K. Markoff, Manager

1302-08 RANDOLPH, LLC

By: Its Member

Markoff Real Estate LLC

By: 
Jonathon K. Markoff, Manager

This instrument prepared by:

F. Kevin Murnighan, Carey, Filter, White & Boland, 33 W. Jackson, 5th Floor, Chicago, IL 60604

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STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

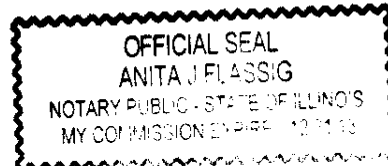
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JONATHAN MANKOFF is personally known to me to be a duly authorized manager of 1300 RANDOLPH LLC and that he appeared before me this day in person and acknowledged that he signed and delivered this Mortgage in writing as a duly authorized manager of said company and pursuant to authority given by said company as his free and voluntary act and as the free and voluntary act of said company for uses and purposes therein set forth.

Date: 8-9-13

My commission expires: 12-31-13

Anita J. Flagg

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

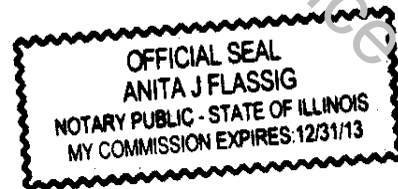


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JONATHAN MANKOFF is personally known to me to be a duly authorized manager of 1302-08 RANDOLPH LLC and that he appeared before me this day in person and acknowledged that he signed and delivered this Mortgage in writing as a duly authorized manager of said company and pursuant to authority given by said company as his free and voluntary act, and as the free and voluntary act of said company for uses and purposes therein set forth.

Date: 8-9-13

My commission expires: 12-31-13

Anita J. Flagg



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EXHIBIT A

Legal Description

PARCEL 1:

THE NORTH 25.00 FEET OF THE SOUTH 60.00 FEET OF LOT 4 IN THE ASSESSOR'S DIVISION OF LOTS 15 AND 16 IN BLOCK 1 IN SAWYER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 AND THE NORTH 40.00 FEET OF LOT 4 AND ALL OF LOTS 5 TO 8, INCLUSIVE, AND THE ALLEY NORTH OF AND ADJOINING SAID LOTS 4, 5, 6, 7, 8 ALL IN THE ASSESSOR'S DIVISION OF LOTS 15 AND 16 IN BLOCK 1 IN SAWYER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING OF RANDOLPH STREET), IN COOK COUNTY, ILLINOIS.

PIN: 17-08-325-022-0000

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Address: 1300-08 W. Randolph, Chicago, IL