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Karen A. Yarbrough  
Cook County Recorder of Deeds  
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Scott & Kraus, LLC  
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Attn: Drew J. Scott, Esq.

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04-02-300-042-0000  
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04-02-301-028-0000  
04-02-400-001-0000  
04-02-301-009-0000  
04-02-301-025-0000  
04-02-301-007-0000  
04-02-301-014-0000

Property Address:

834, 846, 916, 942 & 1002 Dundee Road  
Northbrook, Illinois 60062

The above space reserved for Recorders use only.

## SIXTH MODIFICATION TO AMENDED AND RESTATED CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

THIS SIXTH MODIFICATION TO AMENDED AND RESTATED CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES (this "Modification") is entered into as of February 11, 2014 by GREEN ACRES COUNTRY CLUB, an Illinois not-for-profit corporation, having a place of business at 916 Dundee Road, Northbrook, Illinois 60062 ("Mortgagor" or "Assignor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association ("Mortgagee" or "Assignee"), having a place of business at 10 South Dearborn Street, Chicago, Illinois 60603.

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## RECITALS

- A. Mortgagee has made loans to Mortgagor evidenced by the following:
- (i) a Construction Loan Agreement dated as of September 21, 2005, as amended by a First Amendment to Construction Loan Agreement dated as of November 15, 2006, a Second Amendment to Construction Loan Agreement dated as of October 18, 2007, a Third Amendment to Construction Loan Documents dated as of May 16, 2008, a Fourth Amendment to Construction Loan Agreement dated as of February 25, 2009, a Fifth Amendment to Construction Loan Agreement dated as of February 28, 2010, Sixth Amendment to Construction Loan Agreement dated as of April 1, 2010, Seventh Amendment to Construction Loan Agreement dated as of February 28, 2011, Eighth Amendment to Construction Loan Agreement dated as of August 1, 2012, and Ninth Amendment to Construction Loan Agreement of even date herewith (as may be further amended from time to time, the "Existing Loan Agreement");
  - (ii) an Amended and Restated Revolving Note dated as of September 21, 2005 from Mortgagor payable to the order of Mortgagee in the original principal amount of \$1,000,000 (together with amendments, restatements, extensions and replacements, the "Revolving Note"), which Revolving Note matured on February 29, 2012;
  - (iii) an Amended and Restated Term Note dated as of September 21, 2005 from Mortgagor payable to the order of Mortgagee in the original principal amount of \$2,000,000 (the "Term Note");
  - (iv) a Conversion Note dated as of June 15, 2006 from Mortgagor payable to the order of Mortgagee in the original principal amount of \$3,500,000 (the "Conversion Note 1");
  - (v) a Conversion Note dated as of January 31, 2007 from Mortgagor payable to the order of Mortgagee in the original principal amount of \$4,500,000 (the "Conversion Note 2");
  - (vi) a Conversion Note dated as of June 30, 2007 from Mortgagor payable to the order of Mortgagee in the original principal amount of \$4,000,000 (the "Conversion Note 3");
  - (vii) a Second Term Note dated as of October 18, 2007 from Mortgagor payable to the order of Mortgagee in the original principal amount of \$1,090,000, with a stated maturity date of October 18, 2014 (the "Second Term Note");
  - (viii) a Third Term Note dated as of May 16, 2008 from Mortgagor payable to the order of Mortgagee in the original principal amount of \$1,500,000 (the "Third Term Note");
  - (ix) a Fourth Term Note dated as of April 1, 2010 from Mortgagor payable to the order of Mortgagee in the original principal amount of \$1,494,745.84 (the "Fourth Term Note")

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(the Revolving Note, the Term Note, the Conversion Note 1, the Conversion Note 2, the Conversion Note 3, the Second Term Note, Third Term Note, and the Fourth Term Note, together with amendments, restatements, extensions and replacements, each a "Note" and, collectively, the "Notes").

B. Mortgagor's obligations under the Existing Loan Agreement and the Notes are secured by, among other things:

(i) a first lien on real estate located in Cook County, Illinois, located at 843, 846, 916 342 & 1002 Dundee Road, Northbrook, Illinois 60062, and legally described on Exhibit A, attached (the "Real Estate"), evidenced by an Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of September 21, 2005 signed by Mortgagor in favor of Mortgagee recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 29, 2005 as Document No. 0527233163; as amended by a (A) First Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of November 15, 2006, between Mortgagor and Mortgagee, recorded in the Office of Recorder of Deeds of Cook County, Illinois on March 16, 2007 as Document No. 0707506116; (B) Second Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of October 18, 2007 signed by Mortgagor and Mortgagee, and recorder in the Office of the Recorder of Deeds of Cook County, Illinois, on October 24, 2007 as Document No. 0729735374; (C) Third Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of October 18, 2008 signed by Mortgagor and Mortgagee, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 21, 2008 as Document No. 0829504036; (D) Fourth Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of April 1, 2010 signed by Borrower and Lender, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 14, 2010 as Document No. 1016504115; and (E) Fifth Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of August 1, 2012 signed by Borrower and Lender, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 19, 2012 as Document No. 1229334047 (as so amended, the "Existing Mortgage");

(ii) a first priority collateral assignment of rents and leases on the Real Estate, evidenced by an Amended and Restated Assignment of Rents and Leases dated as of September 21, 2005 signed by Assignor in favor of Assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 29, 2005 as Document No. 0527233164; as amended by a (A) First Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of November

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15, 2006, between Assignor and Assignee, recorded in the Office of Recorder of Deeds of Cook County, Illinois on March 16, 2007 as Document No. 0707506116; (B) Second Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of October 18, 2007 signed by Assignor and Assignee, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 24, 2007 as Document No. 0729735374; (C) Third Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of October 18, 2008 signed by Assignor and Assignee, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 21, 2008 as Document No. 0829504036; and (D) Fourth Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of April 1, 2010 signed by Borrower and Lender, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 14, 2010 as Document No. 1016504115; and (E) Fifth Modification to Amended and Restated Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Amended and Restated Assignment of Rents and Leases dated as of August 1, 2012 signed by Borrower and Lender, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 19, 2012 as Document No. 1229334047 (as so amended, the "Existing Assignment of Rents").

(the Existing Loan Agreement, the Notes, the Existing Mortgage and the Existing Assignment of Rents, together with the Other Documents being referred to as the "Existing Loan Documents").

C. At the present time Grantor and Lender are agreeable to modify the Loan Documents to, among other things, extend the maturity date of the Second Term Note and Third Term Note to September 21, 2015.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

## 1. AGREEMENTS.

1.1 RECITALS. The foregoing Recitals are hereby made a part of this Modification.

1.2 DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Mortgage.

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**2. MODIFICATION TO AND AMENDMENT OF THE EXISTING MORTGAGE AND THE EXISTING ASSIGNMENT OF RENTS AND LEASES.** All references in the Existing Mortgage and the Existing Assignment of Rents to the "maturity", "Maturity Date" or other words of similar meaning of the Second Term Note or the Third Term Note shall mean the earlier of (a) September 21, 2015 and (b) an Event of Default and acceleration of the Second Term Note or the Third Term Note pursuant to the Existing Loan Agreement.

**3. CONTINUING EFFECT.** Except as modified by this Modification, the terms of the Existing Mortgage and the Existing Assignment of Rents are incorporated by reference in this Modification and the terms of this Modification are incorporated in the Existing Mortgage and the Existing Assignment of Rents. As so amended, the Existing Mortgage and the Existing Assignment of Rents remain in full force and effect. Mortgagor, by execution of this Modification, reaffirms, assumes and binds itself to the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and the Assignment of Rents.

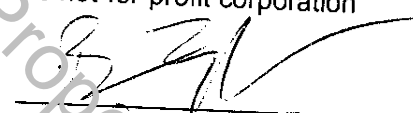
[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, the undersigned have executed this SIXTH MODIFICATION TO AMENDED AND RESTATED CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES as of the day and year first written above.

**MORTGAGOR:**

**GREEN ACRES COUNTRY CLUB,**  
an Illinois not-for-profit corporation

By:   
Name: Robert Taylor  
Title: Vice President

Property of Cook County Clerk's Office

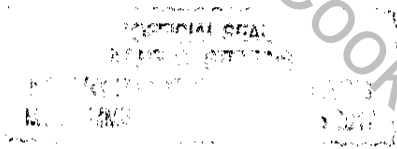
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STATE OF ILLINOIS )  
COUNTY OF Cook )SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Bruce Taylor, as President of GREEN ACRES COUNTRY CLUB, an Illinois not-for-profit corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized officer, he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth and pursuant to such corporation's authority.

GIVEN under my hand and Notarial Seal on February 26, 2014

*Gene J. Stevens*  
Notary Public



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## EXHIBIT A

### Legal Description of the Real Estate

#### PARCEL A:

LOT 1 IN THE GREEN ACRES COUNTRY CLUB SUBDIVISION PLAT RECORDED AS DOCUMENT 0627012090 IN COOK COUNTY, ILLINOIS

Address: 834, 846, 916, and 942 Dundee Road  
Northbrook, Illinois

PIN NUMBERS:	04-02-300-006	04-02-301-009
	04-02-300-021	04-02-301-021
	04-02-300-037	04-02-301-025
	04-02-300-041	04-02-301-026
	04-02-300-042	04-02-301-028
	[04-02-300-046]	04-02-400-001
		[04-02-301-027]

#### PARCEL B:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE 1249.9 FEET (RECORDED) EAST COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 33 FEET PERPENDICULAR TO THE LAST DESCRIBED LINE ( THE 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION WAS TAKEN FOR DUNDEE ROAD BY THE STATE OF ILLINOIS) TO THE POINT OF SAID BEGINNING; THENCE NORTH 00 DEGREES, 01 MINUTES, 40 SECONDS WEST 317.12 FEET TO A MONUMENT, AN IRON PIPE; THENCE 99.80 FEET NORTH 89 DEGREES, 54 MINUTES 08 SECONDS EAST TO A MONUMENT, AN IRON PIPE; THENCE 69.99 FEET SOUTH 00 DEGREES, 03 MINUTES, 17 SECONDS EAST TO THE INTERSECTION WITH A NON-TANGENTIAL CURVE CONVEX TO THE NORTHEAST WITH A RADIUS OF 50.49 FEET, AN ARC OF 78.54 FEET AND A CHORD OF 70.86 FEET WITH A BEARING OF SOUTH 44 DEGREES, 43 MINUTES, 11 SECONDS EAST TO A MONUMENT, AN IRON PIPE; THENCE 50.07 FEET SOUTH 00 DEGREES, 04 MINUTES, 33 SECONDS EAST TO A MONUMENT, AN IRON PIPE; THENCE 146.89 FEET SOUTH 00 DEGREES, 04 MINUTES, 42 SECONDS EAST TO THE INTERSECTION OF A LINE PARALLEL WITH AND 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION; THENCE WEST 149.93 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNINGS OF THIS TRACT OF LAND.



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PARCEL C:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE 1099.9 FEET (RECORDED) EAST COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 33 FEET PERPENDICULAR TO THE LAST DESCRIBED LINE (THE 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION WAS TAKEN FOR DUNDEE ROAD BY THE STATE OF ILLINOIS) TO THE POINT OF SAID BEGINNING; THENCE NORTH 00 DEGREES, 02 MINUTES, 36 SECONDS WEST 317.00 FEET (RECORDED) TO A MONUMENT, AN IRON PIPE; THENCE 150.01 FEET NORTH 80 DEGREES, 57 MINUTES, 08 SECONDS EAST TO A MONUMENT, AN IRON PIPE; THENCE 317.12 FEET SOUTH 00 DEGREES, 01 MINUTES, 40 SECONDS EAST TO THE INTERSECTION OF A LINE PARALLEL WITH AND 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION; THENCE WEST 149.92 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNINGS OF THIS TRACT OF LAND.

P.I.N: 04-02-301-007  
04-02-301-014

Address: 1002 Dundee Road  
Northbrook, Illinois