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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Dykema Gossett PLLC 10 S. Wacker Drive Suite 2300 Chicago, Illinois 60606 Attn: Diana Y. Tsai 14121982

Doc#: 1411219002 Fee: \$50.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 04/22/2014 03:46 PM Pg: 1 of 7

THIS DOCUMENT PREPARED BY:

Dykema Gosset'. P.LC 10 S. Wacker Drive Suite 2300 Chicago, Illinois 60606 Attn: Diana Y. Tsai

(Space Above This Line For Recorder's Use)

SECOND MODIFICATION AGREEMENT (Mortgage)

This Second Modification Agreement (Moltdage) ("Modification Agreement") is made as of May _31__, 2013, by University Club of Chicago, an Illinois not-for-profit corporation ("Mortgagor"), and Bank of America, N.A. ("Lender").

Factual Background

- A. Mortgagor executed a certain Future Advance Mortgage, Assignment, Security Agreement and Fixture Filing (Leasehold) (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage") for the benefit of Lender, dated as of July 23, 2004, and recorded on July 23, 2004, as Document Number 0420534093 with the Recorder of Deeds of County, Illinois. The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.
 - Mortgagor and Lender desire to amend the Mortgage as set forth below.

Agreement

Therefore, Mortgagor and Lender agree as follows:

- 1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.
- 2. The first sentence of the fourth to last paragraph of Section 2.1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

The maturity date of the Revolving Note and the loan evidenced by the Revolving Note (the "Revolving Loan") is May 31, 2014, except as may be accelerated pursuant to the terms of the Revolving Note or hereof; provided, that to the extent that the maturity date

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of the Revolving Loan is extended, amended or modified from time to time under the Revolving Note or any related document, the maturity date hereunder shall also be so extended, amended or modified, but in no circumstances will this Mortgage secure the Revolving Loan beyond 20 years from the maturity date set forth above unless this Mortgage is modified to reflect a new maturity date.

- 3. For the avoidance of doubt, the terms of each of the Revolving Note, Term Note A and Term Note B (each as defined in the Mortgage) are incorporated into the Mortgage by reference.
- Celentis Office 4. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Modification Agreement as of the date first above written.

UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation	BANK OF AMERICA, N.A.
By: Printed Name: John L. Spidalette Title: General Manager By:	By:Printed Name:
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	Coming Control

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Modification Agreement as of the date first above written.

y:	University Club of Chicago, an Illinois	ву:	george Kalas
	not-for-profit corporation, its sole member	Printed Name: _ Title:	Senior Vice President
	Ву:	Tide	Oction vice vice vice
	Printed Name:		
	Title:		
	Ву:		
	Printed Name.		
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STATE OF ILLINOIS)
COUNTY OF COOK) SS.
I,AMY S. District a notary public in and for said County, in the State aforesaid, do hereby certify thatJohn L. Spidalette/
Given under roy hand and official seal this31st day of May, 2013. Motor Public Motor Public 1/21/2016
STATE OF ILLINOIS I,
Given under my hand and official seal this31st day of May, 2013. Washington and official seal this31st day of May, 2013. Washington and official seal this31st day of May, 2013.

OFFICIAL SEAL
AMY S DISANTO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/21/16

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STATE OF ILLINOIS	
COUNTY OF COOK) SS.)
	Brinnel a notary public in and for said County, in the that <u>George Kalus</u> personally known to me to be
the State aforesaid, do hereby certify	that <u>George Railus</u> personally known to me to be NK OF AMERICA, N.A., a national banking association, and personally
known to me to be the same per	son whose name is subscribed to the foregoing instrument, appeared
before me this day in person and	acknowledged that as such, he or she signed and as his or her free and voluntary act and as the free and voluntary act
and deed of said bank, for the us	d as his or her free and voluntary act and as the free and voluntary act ses and purposes therein set forth.
Giv⊴າ under my hand an	d official seal this day of May, 2013.
00	Notary Public Commission expires: 9-15-2013
O _A	Notary Public
	Commission expires:
"OFFICIAL SEAL"	Continuation expires.
CONNIE J BRINNED	
NOTARY PUBLIC, STATE OF ILLINOI MY GOMMISSION EXPIRES SEPT. 15, 2	S () () () () () () () () () (
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EXHIBIT A

LEGAL DESCRIPTION

THE LEASEHOLD ESTATE CREATED BY INSTRUMENT HEREIN REFERRED TO AS THE LEASE. **EXECUTED BY:**

INTERNATIONAL HARVESTER COMPANY OF AMERICA, A CORPORATION OF WISCONSIN, AND INTERNATIONAL HARVESTER COMPANY, A CORPORATION OF NEW JERSEY, TO UNIVERSITY AUXILIARY ASSOCIATION, A CORPORATION OF ILLINOIS, DATED APRIL 15, 1907, AND RECORDED DECEMBER 17, 1914, AS DOCUMENT NUMBER 5549344 AND ASSIGNED TO UNIVERSITY CLUB OF CHICAGO BY ASSIGNMENT RECORDED OCTOBER 7, 1943, AS DOCUMENT NUMBER 13154548, DEMISING THE LAND DESCRIBED BELOW FOR A TERM OF 198 YEARS BEGINNING NOVEMBER 1, 1907, AND ENDING OCTOBER 31, 2105:

PARCEL 1:

LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF AND EXCEPT THAT PART THEREOF FALLING IN ALLEY, BEING THE WEST & FEET THEREOF) IN BLOCK 1 IN THE SUBDIVISION OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT TO MAINTAIN PARTY WALL AS CREATED BY AGREEMENT MADE BY NETTIE F. MC CORMICK, AND OTHERS, AS TRUSTEES WITH MC CORMICK HARVESTING MACHINE COMPANY OF ILLINOIS, AND GEORGE A. ARMOUR, DATED NOVEMBER 18, 1898 AND RECORDED SEPTEMBER 19, 1899 AS DOCUMENT 2870145 OVER THE FOLLOWING DESCRIBED LAND: OVER THE NORTH LINE OF LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF). The Control of the Co

Street Address of Property: 76 E. Monroe, Chicago, Illinois

PINs: 17-15-101-014-0000 and 17-15-101-015-0000