WHEN RECORDED MAIL TO: FIRSTMERIT BANK, N.A. Business Credit Services. #90301 106 South via n Street Akron, OH 44208

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRSTMERIT BANK, N.A., COMMERCIAL CREDIT SERVICES - CHI943

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2014, is ruade and executed between PJMK PROPERTIES, LLC AN ILLINOIS LIMITED LIABILITY COMPANY, AS TO PARCEL 1, whose address is 8050 AUSTIN AVENUE, MORTON GROVE, IL 60053 and K.D. KIDS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS TO PARCELS 2, 3, AND 4, whose address is 710 WINSTON AVENUE, ELK GROVE VILLAGE, IL 60007 (referred to below as "Grantor") and FIRSTMERIT BANK, N.A., whose address is 7.06 South Main Street, Akron, OH 44308 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 27, 2012 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS RECORDED APRIL 19, 2012 AS DOCUMENT NO. 1211012035 AND DOCUMENT NO. 1211012036, RESPECTIVELY, IN THE OFFICE OF FIJE RECORDER OF COOK COUNTY, ILLINOIS.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK.

County, State of Illinois:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8050 AUSTIN AVENUE, MORTON GROVE, IL 60053. The Real Property tax identification number is 10-20-302-040-0000; 10-20-302-017-0000 AND 10-20-302-035-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

THE SECTION ENTITLED "MAXIMUM LIEN" IS HEREBY REPLACED ON SAID MORTGAGE AND READS AS FOLLOWS:

AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 59987

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\$1,500,000.00.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender (na.) the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 2, 2014.

**GRANTOR:** 

PJMK PROPERTIES, LLC

NGER, Manager of PJMK PROPERTIES, LLC

K.D. KIDS, LLC

LENDER:

FIRSTMERIT BANK, N.A.

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MODIFICATION OF MORTGAGE

Loan No: 59987	(Continued)	Page 3
LIMITED	LIABILITY COMPANY ACKNOWLEDGME	NT
STATE OF Illinaia	ì	
STATE OF		
COUNTY OF Cook	) 33	
COUNTY OF Cook	)	
Public, personally apreared PATRIC one a member or designated agent and acknowledged the Mocific tion by authority of statute, its anicies mentioned, and on oath stated the Modification on behalf of the lines.  By Sauth State of Motary Public in and for the State of the Modification on the State of the	of the limited liability company that executed the to be the free and voluntary act and deed of the of organization or its operating agreement, for the other than the organization or its operating agreement, for the other than the organization of the organization or its operating agreement, for the other than the organization of the organizatio	e Modification of Mortgage to limited Itability company, a uses and purposes therein cation and in fact executed with the Marten Structure CIAL SEAL
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MODIFICATION OF MORTGAGE

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undersigned Notary own to me to be a on of Mortgage and iability company, by nd purposes therein and in fact executed	

Loan No: 59967	(Continued)	1 4 4
LIMITED	LIABILITY COMPANY ACKNO	WLEDGMENT .
STATE OF <u>Illinois</u>	}	
COUNTY OF Cook	) ss }	<b>;</b>
Public, personally appeared PATR member or designated attent of the acknowledged the Modification to authority of statute, its articles of	ick Steininger, Manager of K.D. be limited liability company that exemple the free and voluntary act and corganization or its operating agree at he or she is authorized to execut pites liability company.  Residing at a 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	before me, the undersigned Notary KIDS, LLC, and known to me to be a secuted the Modification of Mortgage and deed of the limited liability company, by ement, for the uses and purposes therein te this Modification and in fact executed to the
1		Clarks
	,	

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#### 5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

THE SOUTH 100 FEET OF THE NORTH 274.9376 FEET OF THE EAST 4 ACRES OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE EAST 33 FEET.

THE SOUTH 5 FEET OF THE NORTH 174.9376 FEET OF THE EAST 4 ACRES OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE EAST 33 FEET:

THE NORTH 60 FGET OF THE SOUTH 65 FEET OF THE NORTH 174.9376 FEET OF THE EAST 4 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE EAST 33 FEET.

(PARCEL 1 AFFECTS PARCEL NUMBER: 10-20-302-040-0000)

#### PARCEL 2:

THAT PART OF THE SOUTH 110.0 FEET OF THE NORTH 384.94 FEET OF THE EAST 4 ACRES OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: FROM THE SOUTHWEST CORNER OF THE SOUTH 110.0 FEET OF THE NORTH 384.96 FEET OF THE EAST 4 ACRES OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THE POINT BEGINNING, THENCE PROCEEDING FASTERLY ALONG THE SOUTH LINE OF AFORESAID NORTH 110.0 FEET OF THE NORTH 384.94 FEE. 4.50 FEET TO A POINT; THENCE PROCEEDING NORTHERLY 90 DEGREES 00 MINUTES CLOCKWISE FROM THE SOUTHWEST CORNER AFORESAID, 74.82 FEET TO A POINT; THENCE PROCEEDING WESTERLY 90 DEGREES 57 MINUTES CLOCKWISE FROM PREVIOUS LINE, 3.25 FEET TO A POINT; THENCE PROCEEDING SOUTHERLY 90 DEGREES 57 MINUTES FROM THE PREVIOUS LINE, 74.82 FEET TO THE POINT OF BEGINNING IN SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

THE SOUTH 110.0 FEET OF THE NORTH 384,9376 FEET OF THE EAST 4 ACRES OF THE SOUTH HALF OF THE SOUTH WEST QUARTER (EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS: FROM THE SOUTH WEST COKNER OF THE SOUTH 110.00 FEET OF THE NORTH 384.9376 FEET AFORESAID, BEING THE POINT OF BEGINNING; THENCE PROCEEDING EASTERLY ALONG THE SOUTH LINE 4.50 FEET; THENCE PROCEEDING NORTHERLY 90 DEGREES, OO MINUTES CLOCKWISE FROM THE SOUTH WEST CORNER AFORESAID 74.82 FEET TO A POINT; THENCE PROCEEDING WESTERLY 90 DEGREES 57 MINUTES CLOCKWISE FROM THE PREVIOUS LINE 3.35 FEET TO A POINT; THENCE PROCEEDING SOUTHERLY 90 DEGREES 57 MINUTES FROM THE PREVIOUS LINE, 74.82 FEET TO THE POINT OF BEGINNING) OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES April 1, 2017

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MODIFICATION OF MORTGAGE (Continued)

Page 5 Loan No: 59987 LENDER ACKNOWLEDGMENT ) ) \$\$ 2014 before me, the undersigned Notary day of On this Mouse and known to me to be the Sn. Vise Public, personally apprared 71/12 Priseding, authorized agen, for FIRSTMERIT BANK, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of FIRSTMERIT BANK, N.A., duly authorized by FIRSTMERIT BANK, N.A. through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of FIRSTMERIT BANK, N.A.. Residing at <u>678</u> Notary Public in and for the State of OFFICIAL SEAL My commission expires 4-1-JEAN COVALSEN

LASER PRO Lending, Ver. 13.4.0.034 Copr. Harland Financial Solutions, Inc. 1997, 2014. All Rights TR. COMPANY OF THE CO. Reserved. - IL d:\laserpro\commercial\prod\CFI\LPL\G201.FC TR-5016453 PR-133

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5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

(PARCEL 2 AFFECTS PARCEL NUMBERS: 10-20-302-019-0000 AND 10-20-302-026-0000)

#### PARCEL 3:

A TRACT OF LAND DESCRIBED AS FOLLOWS: THE WEST 1.5 ACRES OF THE EAST 5.5 ACRES (EXCEPT THE NORTH 310.0FEET AND EXCEPT THE SOUTH 50 FEET) OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(PARCEL 3 AFFECTS PARCEL NUMBER: 10-20-302-017-0000)

#### PARCEL 4:

THE SOUTH 1/2 OF THE SOUTH 1/2 (EXCEPT THE NORTH 384.94 FEET AND ALSO EXCEPT THE SOUTH 158 FEET THEREUF) OF THE EAST 264.27 FEET (EXCEPT THE EAST 33 FEET THEREOF) OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

(PARCEL 4 AFFECTS PARCEL NUMBER: 10-20-302-035-0000)

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