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Prepared by and
Upon recording, return to:



McGuireWoods LLP
77 W. Wacker Drive, Suite 4100
Chicago, Illinois 60601
Attention: Clayton Stallbaumer

Doc#: 1428910029 Fee: \$50.00
RHSP Fee: \$9.00 APRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/18/2014 11:30 AM Pg: 1 of 7

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MT 72107-2683686 PL

Property of Cook County Recorder of Deeds Office

MODIFICATION AGREEMENT

Mortgage and Security Agreement

5200 Otto, ~~Rosemont~~, Illinois 60656
Chicago

This Modification Agreement is dated as of September 18, 2014, but effective as of September 1, 2014, and is between MAIN STREET INVESTMENTS, L.L.C., an Illinois limited liability company ("Main Street"), and MB FINANCIAL BANK, N.A., a national banking association, as successor in interest to Cole Taylor Bank (the "Bank").

This agreement refers to (1) a Mortgage and Security Agreement dated as of November 15, 2003, made by Main Street, as Mortgagor, in favor of the Bank, as Mortgagee, and recorded with the Cook County (Illinois) Recorder of Deeds on December 10, 2003, as document no. 0334418148 (that instrument, as amended, restated, supplemented, or otherwise modified before the date of this agreement, the "Mortgage"); and (2) an Amended and Restated Loan and Security Agreement dated as of August 19, 2009, but effective as of July 1, 2009, between Main Street, as a Borrower, the other Borrowers party thereto, and the Bank (that agreement, as amended, restated, supplemented, or otherwise modified, the "Loan Agreement"). The Mortgage currently encumbers the real property described in Exhibit A. As set forth in section 1 below, defined terms used but not defined in this agreement are as defined in the Mortgage or the Loan Agreement.

In connection with an amendment to the Loan Agreement, the parties desire to amend the Mortgage as set forth in this agreement.

The parties therefore agree as follows:

1. **Definitions.** Defined terms used but not defined in this agreement are as defined in the Mortgage or the Loan Agreement.

2. **Amendments to Mortgage.**

(a) Cole Taylor Bank ("Cole Taylor") merged with and into MB Financial Bank, N.A., a national banking association ("MB Financial"), on August 18, 2014, with MB Financial as the surviving bank. The Mortgage is hereby deemed amended, effective as of August 18, 2014, to reflect

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the succession by MB Financial to the interests of Cole Taylor, including the Bank's becoming the Mortgagee under the Mortgage.

(b) Article I of the Mortgage is hereby amended to read in its entirety as follows:

“

I. RECITALS

1.01 Loan Agreement and Notes. This Mortgage refers to a Loan and Security Agreement dated as of November 15, 2003, between Mortgagor, Suburban Dispatch, L.L.C., an Illinois limited liability company (“Suburban Dispatch”), Flash Cab, LLC, an Arizona limited liability company, and Mortgagee, as amended and restated by an Amended and Restated Loan and Security Agreement dated as of August 19, 2009, but effective as of July 1, 2009, between Mortgagor, Suburban Dispatch, 3464 Knox LLC, an Illinois limited liability company (“Knox” and, together with Mortgagor and Suburban Dispatch, and as further defined in the Loan Agreement (as defined below), each, a “Borrower”), and Mortgagee (as so amended and restated and as further amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”). As of September 1, 2014, the Borrowers have executed and delivered the following promissory notes to Mortgagee (each, as may a “Note”) pursuant to the Loan Agreement: (A) a Revolving Note, dated as of September 1, 2014, and maturing as provided in the Loan Agreement, in the maximum principal amount of \$4,000,000, executed by Suburban Dispatch and made payable to the order of Mortgagee (as amended, restated, supplemented, or otherwise modified from time to time, the “Revolving Note”); (B) a Term Loan C Note, dated as of September 1, 2014, and maturing as provided in the Loan Agreement, in the original principal amount of \$800,000, executed by Knox and made payable to the order of Mortgagee; (C) a Term Loan E Note, dated as of May 31, 2012, and maturing as provided in the Loan Agreement, in the original principal amount of \$200,000, executed by Suburban Dispatch and made payable to the order of Mortgagee; and (D) a Term Loan F Note, dated as of September 1, 2014, and maturing as provided in the Loan Agreement, in the original principal amount of \$1,130,865.98, executed by Mortgagor and made payable to the order of Mortgagee. One or more of the Notes contemplates a variable rate of interest.

1.02 Guaranties. In connection with the Loan Agreement, each of Mortgagor, Suburban Dispatch, Knox, 303 Taxi, L.L.C., an Illinois limited liability company, and 5 Star Flash, Inc., an Illinois corporation, each in its capacity as a guarantor (each such entity, in that capacity, including Mortgagor, a “Guarantor”), executed a Continuing Unconditional Guaranty dated as of August 19, 2009, but effective as of July 1, 2009, to and for the benefit of Mortgagee (each such agreement, as amended, restated, supplemented, or otherwise modified from time to time, a “Guaranty”), in accordance with which that Guarantor guaranteed all of the indebtedness, obligations, and liabilities of the “Borrowers” (as defined in the applicable Guaranty) to Mortgagee.

1.03 This Mortgage. To induce Mortgagee to (A) enter into the Loan Agreement and (B) make the loans which are the subject of the Notes, and as security for the payment of the Notes, the payment and performance of each Guaranty, and the payment and performance of all indebtedness, obligations, and liabilities of Mortgagor,

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the other Borrowers, and the other Guarantors, howsoever created, arising, or evidenced, and whether now existing or hereafter arising, including, without limitation, under the Loan Agreement, the Guaranties, and any other document entered or given pursuant to the Loan Agreement or any Guaranty (all such indebtedness, obligations, and liabilities, including the "Obligations" under and as defined in the Loan Agreement and the "Guaranteed Debt" under and as defined in each Guaranty, are collectively referred to in this Mortgage as the "Obligations"), Mortgagor has agreed to execute and deliver this Mortgage to Mortgagee. This Mortgage is given as equal security for all of the Obligations without preference or priority of any part of the Obligations by reason of priority of time or of the negotiation thereof or otherwise.

This Mortgage is given in part to secure the "Revolving Loans" under and as defined in the Loan Agreement and evidenced by the Revolving Note, and secures not only the Obligations existing on date hereof, but all such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there might not be any indebtedness outstanding at the time any advance is made. The lien of this Mortgage as to third persons without actual notice thereof shall be valid as to all indebtedness and future advances from the time this Mortgage is filed for record in the Office of the Recorder of Deeds of the County set forth on Exhibit A attached hereto. The amount of indebtedness that is secured by this Mortgage might increase or decrease from time to time, but the total unpaid balance of the Revolving Note secured at any time will not exceed the maximum principal amount of the Revolving Note, plus interest thereon and any disbursements made by Mortgagee for the payment of taxes, special assessments, or insurance on the Property, with interest on such disbursements."

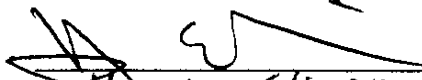
3. **No Other Changes.** Except as provided in this Modification Agreement, the terms of the Mortgage and the lien on the Property evidenced by the Mortgage remain in full force and effect.

[Signature page follows]


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The parties are signing this Modification Agreement as of the date stated in the introductory clause.

MAIN STREET INVESTMENTS, L.L.C.

By: 
 Name: Henry Glizer
 Title: owner

MB FINANCIAL BANK, N.A.,
successor in interest to Cole Taylor Bank

By: 
 Name: Scott DeKuijper
 Title: SENIOR VICE PRESIDENT

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STATE OF IL.)
) SS.
COUNTY OF Cook)

I, JAVAD RAHMANIASL a notary public in and for said county, in the state aforesaid, do hereby certify that HENRY ELIZAR, personally known to me to be the OWNER OF of Main Street Investments, L.L.C., an Illinois limited liability ("Main Street"), and 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 as such HENRY ELIZAR, of Main Street, that person signed and delivered that instrument pursuant to authority given by the governing body of Main Street as that person's free and voluntary act and as the free and voluntary act and deed of Main Street, for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of Sept. 2014.



Javad Rahmianasl
Notary Public
Commission expires: 5/3/2015

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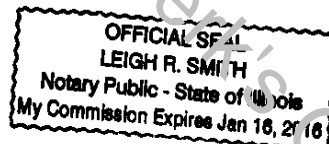
STATE OF Illinois)
) SS.
COUNTY OF Kane)

I, Leigh Smith a notary public in and for said county, in the state aforesaid, do hereby certify that Scott DeKuiper, personally known to me to be the SVP of MB Financial Bank, N.A., a national banking association (the "Bank"), and 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 as such Scott DeKuiper of the Bank, that person signed and delivered that instrument pursuant to authority given by the governing body of the Bank as that person's free and voluntary act and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of September 2014.

Leigh R. Smith
Notary Public

Commission expires: 1-16-16



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EXHIBIT A

Exhibit A to Modification Agreement dated as of September 18, 2014, but effective as of September 1, 2014, between Main Street Investments, L.L.C., an Illinois limited liability company, and MB Financial Bank, N.A., a national banking association, as successor in interest to Cole Taylor Bank

Legal Description

LOT 7 (EXCEPT THE NORTHERLY 20 FEET OF LOT 7) IN B.L. CARLSTEN'S INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF LOT 5 IN HENRY HACHMEISTER'S DIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-01-213-012-0000

Common address: 5200 Otto, ^{Chicago} ~~Revermont~~, Illinois 60656

Exhibit A