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1435016058

**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Justin Newman
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

Doc#: 1435016058 Fee: \$80.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/16/2014 02:43 PM Pg: 1 of 22

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 15th day of November, 2014 by and among **MB FINANCIAL BANK, N.A.** (herein called "Lender"), **NORTHASH LLC**, an Illinois limited liability company (herein called "Borrower"), and **GEORGE LIAKOPOULOS** (herein called "George") and **CHRISTINE LIAKOPOULOS** (herein called "Christine" and, together with George, individually and collectively called "Guarantors").

WITNESSETH:

WHEREAS, Borrower is the owner of certain real estate commonly known as 1540, 1542-1544, 1546-1550 and 1554 North Ashland Avenue and 1601 and 1607-1609 West North Avenue, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described as Parcel 1 on Exhibit A attached hereto and made a part hereof (the "Existing Collateral"); and

WHEREAS, Borrower is the owner of certain real estate commonly known as 1552 North Ashland Avenue, which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described as Parcel 2 on Exhibit A attached hereto and made a part hereof (the "Additional Collateral" and, together with the Existing Collateral, herein referred to as the "Premises"); and

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the original principal sum of Two Million Two Hundred Fifty Thousand Dollars and No Cents (\$2,250,000.00); and

WHEREAS, the current outstanding principal balance of the Loan is One Million Nine Hundred Sixty Nine Thousand Nine Hundred Fifty Eight Dollars and Twenty Two Cents (\$1,969,958.22); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of March 14, 2008 unless otherwise stated:

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- (a) Note (herein called the "Note") made by Borrower to Lender in the stated principal sum of Two Million Two Hundred Fifty Thousand Dollars and No Cents (\$2,250,000.00);
- (b) Guaranty (herein called the "Guaranty") of Guarantors and **ODYSSEAS LIAKOPOULOS** (herein called "Odysseas" and, together with Guarantors, collectively called "Original Guarantors") in favor of Lender;
- (c) Mortgage (herein called the "Mortgage") made by Borrower to Lender encumbering the Existing Collateral and the improvements thereon and all other property, assets and collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 0807933011;
- (d) Assignment of Rents and Leases (herein called "Assignment") made by Borrower, as assignor, to Lender, as assignee, which was recorded in the Recorder's Office as Document No. 0807933012;
- (e) Security Agreement made Borrower in favor of Lender;
- (f) Undated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party, which were recorded in the Recorder's Office as Document No. 0807933013 and filed with the Illinois Secretary of State as Document No. 13069344; and
- (g) Environmental Indemnity Agreement made by Borrower and Original Guarantors in favor of Lender; and

WHEREAS, for valuable consideration (the receipt and sufficiency of which is hereby acknowledged), including but not limited to Lender's agreement to extend the Maturity Date of the Loan and increase the amount of the Loan, Borrower has offered and agreed to grant to Lender as additional collateral further securing the Loan a mortgage on the Additional Collateral and a security interest on all personal property located thereon, and Lender has agreed to accept the mortgage and security interest on the Additional Collateral as additional collateral further securing the Loan; and

WHEREAS, Borrower has requested that Odysseas be released as a guarantor of the Loan; and Lender has agreed to release Odysseas as a guarantor of the Loan; and

WHEREAS, Borrower and Lender have agreed to certain other modification to the Loan Documents; and

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WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.
2. **Definitions.** All capitalized terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.
3. **Payment of Fee.** For and as additional consideration of Lender agreeing to enter into this Agreement, concurrent with Borrower's execution of this Agreement, Borrower shall pay Lender a fee of Nine Thousand Eight Hundred Ninety Five Dollars and Fifty Seven Cents (\$9,895.57).
4. **Additional Collateral.** The Additional Collateral is hereby added as additional collateral further securing the Loan. Any reference to Premises or Property or Real Estate in the Loan Documents shall mean and refer individually and collectively to the Existing Collateral and the Additional Collateral. Lender shall file Uniform Commercial Code Financing Statements on the Additional Collateral with the Office of the Cook County Recorder of Deeds and Secretary State of Illinois.
5. **Increase in Loan Amount.** Notwithstanding anything to the contrary contained in the Loan Documents, the stated principal amount of the Note is hereby increased to Two Million Eight Hundred Twenty Seven Thousand Three Hundred Six Dollars and No Cents (\$2,827,306.00) (the "Loan Amount"). Any reference to the Loan, the Loan Amount or to the Note in any of the Loan Documents shall be a reference to the Loan, the Loan Amount and/or the Note in the stated principal amount of Two Million Eight Hundred Twenty Seven Thousand Three Hundred Six Dollars and No Cents (\$2,827,306.00).
6. **Release as Guarantor.** Odysseas is hereby released as a guarantor under the Loan. Any reference to "Guarantor" in the Note, Guaranty and/or the other Loan Documents shall mean and refer, individually and collectively, to Guarantors.
7. **Amendment to Note.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Note, the Note is hereby amended as follows:

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(a) Subsection 2.C is deleted in its entirety and is hereby replaced with the following:

C. "Maturity Date" shall mean and refer to November 15, 2021.

(b) Subsection 2.F is deleted in its entirety and is hereby replaced with the following:

F. "Regular Rate" shall mean interest payable at the greater of: (i) the LIBOR Rate plus the LIBOR Rate Margin, or (ii) Two and One-Quarter Percent (2.25%) per annum.

(c) The following subsections are hereby added to Section 2 of the Note:

G. "Hedging Agreement" shall mean (i) any transaction now existing or hereafter entered into between Borrower and Lender which is a rate swap, basis swap, commodity swap, equity or equity index swap, foreign exchange transaction, currency or cross-currency rate swap, or any similar transaction or any combination thereof (including any option, cap, collar, floor or forward with respect to any of the foregoing), whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures, and any other agreement or arrangement designed to protect against fluctuations in interest rates, currency exchange rates or commodity prices, (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing, (iii) any agreement, confirmation or other document with respect thereto, and (iv) all debts, obligations and liabilities of the Borrower with respect to any of the foregoing.

H. "Interest Period" shall mean a one (1) month period commencing on the fifteenth (15th) day of each calendar month during the term of the Loan.

I. "LIBOR Loan" shall mean any Loan bearing interest based upon the LIBOR Rate, plus the LIBOR Rate Margin.

J. "LIBOR Rate" means, with respect to any advance in respect of dollars, the rate equal to the British Bankers Association LIBOR Rate ("BBA LIBOR") for each Interest Period, as published by Reuters (or another commercially available source providing quotations of BBA LIBOR as designated by Lender from time to time)

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at approximately 11:00 a.m. (London time) two (2) Business Days prior to the commencement of such Interest Period, for U.S. dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period (rounded up to the fourth decimal place). If such rate is not available at such time for any reason, then the "LIBOR" for such Interest Period shall be otherwise independently determined by the Lender from an alternate, substantially similar independent source available to the Lender or shall be calculated by Lender by a substantially similar methodology as that theretofore used to determine such offered rate. Each determination of LIBOR made by the Lender shall be conclusive and binding on the Borrower absent manifest error. The LIBOR Rate will be reset on the first (1st) day of each Interest Period.

K. "LIBOR Rate Margin" shall mean two hundred twenty five (225) basis points.

L. "Obligations" shall mean all liabilities, indebtedness and obligations of Borrower to Lender, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now or hereafter existing, now due or to become due, direct or indirect, absolute or contingent, primary or secondary or joint or several, including without limitation all principal, accrued interest (including without limitation interest accruing after the filing of any petition in bankruptcy), present and future advances made by or on behalf of Lender, under the Loan Documents to or for the benefit of Borrower, obligations of performance, charges, expenses, attorneys' fees and other sums chargeable to Borrower by Lender, collection and other costs and expenses incurred by or on behalf of Lender, whether incurred before or after judgment, and all other present and future liabilities, indebtedness and obligations of Borrower under the Loan Documents.

(d) The following subsections are hereby added to section 4 of the Note:

D. If Borrower fails to perform and comply, in a timely manner, with all terms, conditions and provisions set forth in this Note, in the Loan Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement; or

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- E. If Borrower (i) fails to comply in all respects with any and all environmental laws, or (ii) causes or permits to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities, or (iii) fails to furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environmental and/or other natural resources; or
- F. The insolvency of any of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws or by or against any of Borrower; or
- G. If this Note or any of the Loan Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason; or
- H. If a material adverse change occurs in any of Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired; or
- I. If Lender in good faith deems itself insecure in Lender's sole discretion; or
- J. If Borrower fails to provide to Lender, no later than three hundred (300) days after the end of each calendar year during the term of the Loan, the business tax return of Borrower; or
- K. If **GEORGE LIAKOPOULOS** (herein called "George") fails to provide to Lender, no later than one hundred twenty (120) days after the end of each calendar year during the term of the Loan, the personal financial statement of George; or

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L. If George fails to provide to Lender, no later than three hundred fifteen (315) days after the end of each calendar year during the term of the Loan, the personal tax return of George; or

M. If **CHRISTINE LIAKOPOULOS** (herein called "Christine") fails to provide to Lender, no later than ninety (90) days after the end of each calendar year during the term of the Loan, the personal financial statement of Christine; or

N. If Christine fails to provide to Lender, no later than three hundred (300) days after the end of each calendar year during the term of the Loan, the personal tax return of Christine; or

L. If any Guarantor shall be dissolved, die or be adjudged legally incompetent,

(e) Section 6 is deleted in its entirety and is hereby replaced with the following:

6. Payments. Borrower shall make monthly payments of principal plus interest on the fifteenth (5th) day of each month, with the first such payment due on December 15, 2014, as shown on the amortization schedule attached as Schedule 2 to the Loan Modification Agreement dated November 15, 2014 by and among Lender, Borrower, George Liakopoulos and Christine Liakopoulos. Borrower shall pay all accrued interest, the unpaid principal balance of this Note and any other sums due with respect to the Loan on the Maturity Date.

THIS IS A BALLOON NOTE. THE PAYMENT OF PRINCIPAL IS CALCULATED ON THE BASIS OF A TWENTY FIVE (25) YEAR AMORTIZATION SCHEDULE, WITH THE UNPAID BALANCE DUE ON THE MATURITY DATE, AT WHICH TIME A SUBSTANTIAL AMOUNT OF PRINCIPAL SHALL REMAIN OUTSTANDING AND BE DUE.

(f) The following sections are hereby added to the Note:

23. Indemnity. Borrower shall indemnify and hold Lender harmless from and against all claims, costs, expenses, actions, suits, proceedings, losses, damages and liabilities of any kind whatsoever, including but not limited to attorneys' fees and expenses, arising out of any matter relating, directly or indirectly, to the loan evidenced by this

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Note (the "Loan"), to the ownership, development, construction, or sale of any property securing the Loan, whether resulting from internal disputes of Borrower, disputes between Borrower and any guarantor, or whether involving other third persons or entities, or out of any other matter whatsoever related to any of the Loan Documents, or any property encumbered thereby, but excluding any claim or liability which arises as the direct result of the gross negligence or willful misconduct of Lender. This indemnity provision shall continue in full force and effect and shall survive not only the making of the Loan and the advances but shall also survive the repayment of the Loan and the performance of all of Borrower's other obligations hereunder.

24. Representations and Warranties. Borrower represents and warrants to Lender, as of the date of this Note, as of the date of each disbursement of Loan proceeds, as of the date of any renewal, extension or modification of the Loan, and at all times any indebtedness exists:

A. Borrower is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own their properties and to transact the business in which they are presently engaged or presently propose to engage. Borrower maintains an office at c/o Diamond Properties, 1544 North Ashland Avenue, Chicago, Illinois 60622. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning all collateral securing the Loan. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect their existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental

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authority or court applicable to Borrower and Borrower's business activities.

B. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Northash LLC, the following is a complete list of all assumed business names under which Borrower does business: None.

8. Amendment to Mortgage. In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Mortgage, the Mortgage is hereby amended as follows:

(a) The following subsection is hereby added to the "FOR THE PURPOSE OF SECURING" paragraph on page 4 of the Mortgage:

D. Any obligations related to any Hedging Agreement defined in the Note;

(b) Section 16 is deleted in its entirety and is hereby replaced with the following:

16. Financial Statements. The Mortgagor will furnish all financial statements to Mortgagee as required in the Loan Documents. In connection therewith:

(a) Such financial and operating statements shall be prepared and certified at the expense of Mortgagor in such manner as may be reasonably acceptable to the Mortgagee, and the Mortgagee may, by notice in writing to the Mortgagor, require that the same be prepared and certified, pursuant to audit, by a firm of independent certified public accountants satisfactory to Mortgagee, in which case such accountants shall state whether or not, in their opinion, any default or Event of Default exists hereunder or under the Note; and

(b) If the statements furnished shall not be prepared in accordance with generally accepted accounting principles consistently applied, or if Mortgagor fails to furnish the same when due, Mortgagee may audit or cause to be audited the books of the Premises and/or the Mortgagor, at Mortgagor's expense, and the costs of such audit shall be so much additional Indebtedness Hereby Secured bearing interest at the Default Rate until paid, and payable upon demand.

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(c) Subsection 23.A is deleted in its entirety and is hereby replaced with the following:

A. Upon an Event of Default, Mortgagee shall be entitled to have appointed a receiver of the Premises and the Mortgagor for itself and for any subsequent owner and/or mortgagor of the Premises hereby waives any and all defenses and objections to the application for a receiver as above provided and hereby specifically consents to such appointment;

(d) The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

9. **Amendment to Assignment.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Assignment, the Assignment is hereby amended as follows:

(a) The following subsection is hereby added to Section 1 of the Assignment:

D. Any obligations related to any Hedging Agreement defined in the Note.

(b) The Assignment is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

10. **Amendment to Guaranty.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Guaranty, the Guaranty is hereby amended as follows:

(a) The following section is hereby added to the Guaranty:

21. It shall be an Event of Default hereunder and under the other Loan Documents:

A. If **GEORGE LIAKOPOULOS** (herein called "George") fails to provide to Payee, no later than one hundred twenty (120) days after the end of each calendar year during the term of the Loan, the personal financial statement of George; or

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B. If George fails to provide to Payee, no later than three hundred fifteen (315) days after the end of each calendar year during the term of the Loan, the personal tax return of George; or

C. If **CHRISTINE LIAKOPOULOS** (herein called "Christine") fails to provide to Payee, no later than ninety (90) days after the end of each calendar year during the term of the Loan, the personal financial statement of Christine; or

D. If Christine fails to provide to Payee, no later than three hundred (300) days after the end of each calendar year during the term of the Loan, the personal tax return of Christine; or

E. If any Guarantor shall be dissolved, die or be adjudged legally incompetent.

(b) The Guaranty is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

11. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

12. **Title Insurance.** Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to its mortgagee's policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

(a) there are no objections to title except (i) the objections to title other than real estate taxes reflected on the Title Policy, and (ii) general real estate taxes for the year 2014 and subsequent years;

(b) reflects the recording of this Agreement;

(c) adds the Additional Collateral;

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(d) increases the amount of coverage to Two Million Eight Hundred Twenty Seven Thousand Three Hundred Six Dollars and No Cents (\$2,827,306.00); and

(e) re-dates the effective date of the Title Policy to the date of recording of this Agreement;

together with such other endorsements as may be required by Lender.

13. **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement and/or the implementation of the additional disbursements contemplated hereunder. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

14. **Bank Accounts.** All deposit accounts and operating accounts of Borrower and Borrower's subsidiaries are located at Lender and Borrower has no other deposit accounts except those listed on Schedule 1 attached hereto.

15. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

16. **Patriot Act.** Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (the "Patriot Act"), Lender is required to obtain, verify and record information that identifies Borrower and the other credit parties. Borrower agrees to provide to Lender, promptly upon Lender's request, such information as Lender shall require for purposes of complying with the requirements of the Patriot Act, the federal regulations issued pursuant to the Patriot Act and any customer identification program established by Lender in accordance therewith.

17. **Release.** Borrower, Guarantors and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee

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Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this agreement or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Agreement, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this Agreement. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Agreement voluntarily with full knowledge of the significance of this Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Agreement.


18. **Counterpart.** This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lender shall be deemed to be originals.

(Signature Page Follows)

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

MB FINANCIAL BANK, N.A.

By: 
Name: Stephen Gottasman
Its: AVP Commercial Banking


GEORGE LIAKOPOULOS

NORTHASH LLC, an Illinois limited liability company

By: 
Name: George Liakopoulos
Its: Manager


CHRISTINE LIAKOPOULOS

Prop of Cook County Clerk's Office

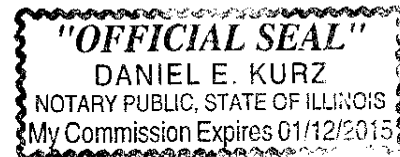
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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Stephen Gottesman, the AVP of **MB FINANCIAL BANK, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of **MB FINANCIAL BANK, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of December, 2014.

Daniel E. Kurz
 Notary Public



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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **George Liakopoulos**, the Manager of **NORTHASH LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **NORTHASH LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of December, 2014.

Daniel E. Kurz

Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

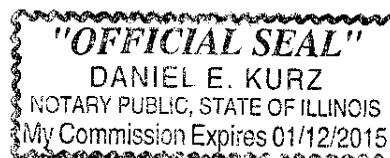


I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **GEORGE LIAKOPOULOS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of December, 2014.

Daniel E. Kurz

Notary Public



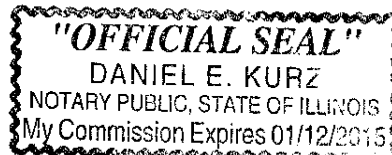
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **CHRISTINE LIAKOPOULOS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of December, 2014.

Daniel E. Kurz
Notary Public



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SCHEDULE 1

Bank Accounts

Property of Cook County Clerk's Office

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SCHEDULE 2

Amortization Schedule

Start Date	End Date	Outstanding Principal Balance	Amortization
11/15/2014	12/15/2014	\$ 2,827,306.00	\$ 4,858.03
12/15/2014	1/15/2015	\$ 2,822,447.97	\$ 4,858.03
1/15/2015	2/15/2015	\$ 2,817,589.94	\$ 4,858.03
2/15/2015	3/15/2015	\$ 2,812,731.91	\$ 4,858.03
3/15/2015	4/15/2015	\$ 2,807,873.88	\$ 4,858.03
4/15/2015	5/15/2015	\$ 2,803,015.85	\$ 4,858.03
5/15/2015	6/15/2015	\$ 2,798,157.82	\$ 4,858.03
6/15/2015	7/15/2015	\$ 2,793,299.79	\$ 4,858.03
7/15/2015	8/15/2015	\$ 2,788,441.76	\$ 4,858.03
8/15/2015	9/15/2015	\$ 2,783,583.73	\$ 4,858.03
9/15/2015	10/15/2015	\$ 2,778,725.70	\$ 4,858.03
10/15/2015	11/15/2015	\$ 2,773,867.67	\$ 4,858.03
11/15/2015	12/15/2015	\$ 2,769,009.64	\$ 5,106.58
12/15/2015	1/15/2016	\$ 2,763,903.06	\$ 5,106.58
1/15/2016	2/15/2016	\$ 2,758,796.48	\$ 5,106.58
2/15/2016	3/15/2016	\$ 2,753,689.90	\$ 5,106.58
3/15/2016	4/15/2016	\$ 2,748,583.32	\$ 5,106.58
4/15/2016	5/15/2016	\$ 2,743,476.74	\$ 5,106.58
5/15/2016	6/15/2016	\$ 2,738,370.15	\$ 5,106.58
6/15/2016	7/15/2016	\$ 2,733,263.58	\$ 5,106.58
7/15/2016	8/15/2016	\$ 2,728,157.00	\$ 5,106.58
8/15/2016	9/15/2016	\$ 2,723,050.42	\$ 5,106.58
9/15/2016	10/15/2016	\$ 2,717,943.84	\$ 5,106.58
10/15/2016	11/15/2016	\$ 2,712,837.26	\$ 5,106.58
11/15/2016	12/15/2016	\$ 2,707,730.68	\$ 5,367.84
12/15/2016	1/15/2017	\$ 2,702,362.84	\$ 5,367.84
1/15/2017	2/15/2017	\$ 2,696,995.00	\$ 5,367.84
2/15/2017	3/15/2017	\$ 2,691,627.16	\$ 5,367.84
3/15/2017	4/15/2017	\$ 2,686,259.32	\$ 5,367.84
4/15/2017	5/15/2017	\$ 2,680,891.48	\$ 5,367.84
5/15/2017	6/15/2017	\$ 2,675,523.64	\$ 5,367.84
6/15/2017	7/15/2017	\$ 2,670,155.80	\$ 5,367.84

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7/15/2017	8/15/2017	\$	2,664,787.96	\$	5,367.84
8/15/2017	9/15/2017	\$	2,659,420.12	\$	5,367.84
9/15/2017	10/15/2017	\$	2,654,052.28	\$	5,367.84
10/15/2017	11/15/2017	\$	2,648,684.44	\$	5,367.84
11/15/2017	12/15/2017	\$	2,643,316.60	\$	5,642.47
12/15/2017	1/15/2018	\$	2,637,674.13	\$	5,642.47
1/15/2018	2/15/2018	\$	2,632,031.66	\$	5,642.47
2/15/2018	3/15/2018	\$	2,626,389.19	\$	5,642.47
3/15/2018	4/15/2018	\$	2,620,746.72	\$	5,642.47
4/15/2018	5/15/2018	\$	2,615,104.25	\$	5,642.47
5/15/2018	6/15/2018	\$	2,609,461.78	\$	5,642.47
6/15/2018	7/15/2018	\$	2,603,819.31	\$	5,642.47
7/15/2018	8/15/2018	\$	2,598,176.84	\$	5,642.47
8/15/2018	9/15/2018	\$	2,592,534.37	\$	5,642.47
9/15/2018	10/15/2018	\$	2,586,891.90	\$	5,642.47
10/15/2018	11/15/2018	\$	2,581,249.43	\$	5,642.47
11/15/2018	12/15/2018	\$	2,575,606.96	\$	5,931.15
12/15/2018	1/15/2019	\$	2,569,675.81	\$	5,931.15
1/15/2019	2/15/2019	\$	2,563,744.66	\$	5,931.15
2/15/2019	3/15/2019	\$	2,557,813.51	\$	5,931.15
3/15/2019	4/15/2019	\$	2,551,882.36	\$	5,931.15
4/15/2019	5/15/2019	\$	2,545,951.21	\$	5,931.15
5/15/2019	6/15/2019	\$	2,540,020.06	\$	5,931.15
6/15/2019	7/15/2019	\$	2,534,088.91	\$	5,931.15
7/15/2019	8/15/2019	\$	2,528,157.76	\$	5,931.15
8/15/2019	9/15/2019	\$	2,522,226.61	\$	5,931.15
9/15/2019	10/15/2019	\$	2,516,295.46	\$	5,931.15
10/15/2019	11/15/2019	\$	2,510,364.31	\$	5,931.15
11/15/2019	12/15/2019	\$	2,504,433.16	\$	6,234.60
12/15/2019	1/15/2020	\$	2,498,198.56	\$	6,234.60
1/15/2020	2/15/2020	\$	2,491,963.96	\$	6,234.60
2/15/2020	3/15/2020	\$	2,485,729.36	\$	6,234.60
3/15/2020	4/15/2020	\$	2,479,494.76	\$	6,234.60
4/15/2020	5/15/2020	\$	2,473,260.16	\$	6,234.60
5/15/2020	6/15/2020	\$	2,467,025.56	\$	6,234.60
6/15/2020	7/15/2020	\$	2,460,790.96	\$	6,234.60
7/15/2020	8/15/2020	\$	2,454,556.36	\$	6,234.60

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8/15/2020	9/15/2020	\$	2,448,321.76	\$	6,234.60
9/15/2020	10/15/2020	\$	2,442,087.16	\$	6,234.60
10/15/2020	11/15/2020	\$	2,435,852.56	\$	6,234.60
11/15/2020	12/15/2020	\$	2,429,617.96	\$	6,553.57
12/15/2020	1/15/2021	\$	2,423,064.39	\$	6,553.57
1/15/2021	2/15/2021	\$	2,416,510.82	\$	6,553.57
2/15/2021	3/15/2021	\$	2,409,957.25	\$	6,553.57
3/15/2021	4/15/2021	\$	2,403,403.68	\$	6,553.57
4/15/2021	5/15/2021	\$	2,396,850.11	\$	6,553.57
5/15/2021	6/15/2021	\$	2,390,296.54	\$	6,553.57
6/15/2021	7/15/2021	\$	2,383,742.97	\$	6,553.57
7/15/2021	8/15/2021	\$	2,377,189.40	\$	6,553.57
8/15/2021	9/15/2021	\$	2,370,635.83	\$	6,553.57
9/15/2021	10/15/2021	\$	2,364,082.26	\$	6,553.57
10/15/2021	11/15/2021	\$	2,357,528.69		Maturity Date

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EXHIBIT A

Legal Description

PARCEL 1:

Lots 1, 2, 3, 5, 6, 7, 8 and 9 (except from said Lots that part lying East of a Line, 50 feet West of and parallel with the East line of Section 6, conveyed to the City of Chicago for widening of Ashland Avenue) in Block 1, in McReynold's Subdivision of part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Addresses of Property: 1540, 1542-1544, 1546-1550 and 1554 North Ashland Avenue
1601 and 1607-1609 West North Avenue
Chicago, IL 60622

Permanent Index Nos.: 17-06-204-034-0000
17-06-204-035-0000
17-06-204-037-0000
17-06-204-038-0000
17-06-204-039-0000
17-06-204-040-0000
17-06-204-041-0000
17-06-204-042-0000
17-06-204-043-0000

PARCEL 2:

Lot 4 in Block 1 in McReynold's Subdivision of part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, (except that part of said Lot lying East of the Line 50 feet West of and parallel with the East line of said Section 6 as taken for widening of Ashland Avenue), in Cook County, Illinois.

Addresses of Property: 1552 North Ashland Avenue
Chicago, IL 60622

Permanent Index Nos.: 17-06-204-036-0000