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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. **Commercial Division 16** 1400 Sixteeth Street Suite 120 Oak Brook, IL 60523

WHEN RECORDED MAIL TO: MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd.

Rosemont, IL 60018

1510039011 Fee: \$48.25 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/10/2015 08:57 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: DMacias/LN#118761/Deal#28719 MB Financial Bank, N.A. 1400 Sixteeth Street Oak Brook, IL 60523

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated March 17, 2015, is made and accuted between Chicago Title Land Trust Company, not personallybut as Trustee u/t/a dated July 6, 2001 and known as Trust No. 2982, whose address is 10 S.LaSalle St. Suite 2750, Chicago, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1400 Sixteeth Street, Suite 120, Oak Brook 11 \$0523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 19, 2002 executed by Seguin Services, ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on November 8, 2002 as document no. 0021236595, and Assignment of Rents of even date therewith recorded November 8, 2002 as document no. 0021236596, Replacement Mortgage dated as of September 19, 2002 recorded December 11, 2002 as document no. 0021363826, Assignment of Rents of even date therewith recorded on December 11, 2002 as document no. 0021363827, modified by Modification of Mortgage dated as of July 11, 2004, recorded on August 25, 2004 as document no. 0423922138, modified by Modification of Mortgage dated as of July 25, 2008 recorded on September 22, 2008 as document no. 0826603041, modified by Modification of Mortgage dated as of October 5, 2009, recorded on November 17, 2009 as document no. 0932104127, modified by Modification of Mortgage dated as of April 10, 2010, recorded on May 12, 2010 as document no. 1013229047, modified by Modification of Mortgage dated as of December 15, 2012, recorded on January 30, 2013 as document no. 1303019106, and further modified by Modification of Mortgage dated

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December 15, 2013, recorded March 8, 2014 as document no. 1406539011.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

PARCEL 1: LOTS 23 THROUGH 26, INCLUSIVE, IN COLUMBUS PARK, A SUBDIVISION OF BLOCK 4 IN BALDWIN'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 32 AFORESAID; THENCE SOUTH ALONG THE EAST LINE THEREOF 148.88 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 69.26 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE, 19.52 FEET TO THE NORTH FACE OF A 2 STORY BRICK BUILDING; THENCE WEST ALONG SAID NORTH FACE, 68.85 FEET TO THE NORTHWEST COF. NER OF SAID 2 STORY BRICK BUILDING, BEING ALSO AN EAST FACE OF A 3 STORY BRICK BUILDING; THENCE SOUTH ALONG SAID EAST FACE, 2.24 FEET TO THE CENTERLINE OF A PARTY WALL BETWEEN SAID 3 STORY BRICK BUILDING TO THE NORTH AND A 1 STORY BRICK BUILDING TO THE SOUTH; THENCE WEST ALONG SAID CENTERLINE OF PARTY WALL, 120.14 FEET TO THE WEST END THEREOF, BEING A POINT ON BOTH THE WEST FACE OF THE 3 STORY BRICK BUILDING AND ON THE NORTH FACE OF THE 1 STORY BRICK BUILDING TO WEST; THENCE CONTINUING WEST ALONG SAID NORTH 1 STORY BRICK BUILDING, 149.83 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST OF SCRIBED COURSE, 171.32 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE EASTERLY ALONG SAID NORTH LINE, 407.08 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 3100 S. Central Ave., Cicero, IL 60804. The Real Property tax identification number is 16-33-100-010-0000; 16-33-100-011-0000; 16-33-100-013-0000 and 16-32-203-035-0000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: individually and collectively, (i) that certain Promissory Note deted March 5, 2015 in the original principal amount of \$200,000.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated December 15, 2014 in the original principal amount of \$2,500,000.00 executed by Borrower payable to the order of Lender, (iii) that certain Promissory Note dated December 15, 2010 in the original principal amount of \$384,182.35 executed by Seguin Services, n/k/a United Cerebral Palsy Seguin of Greater Chicago payable to the order of Lender, (iv) that certain Promissory Noted dated March 5, 2015 in the original principal amount of \$670,000.00 executed by Borrower payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$7,508,364.70.

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,

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then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that 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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

EACH OF GRANTOR AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES: ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 17, 2015.

GRANTOR:

CHICAGOTITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO MB FINANCIAL BANK, N.A. AS TRUSTEE U/T/A DATE! JULY 6, 2001 AND

KNOWN AS TRUST NO. 2982

Land Trust Officer, Designated Agent of Chicago Title Lund Trust Company, as Successor Trustee to North Star Trust Company, as Successor Trustee to MB Financial Bank, N.A. as Trustee u/t/a dated July 6, 2001 and known as Trust No. 2982

COLLONAL SE

LENDER:

MB FINANCIAL BANK, N.A.

Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, cevenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

	oan No: 409242
IT .	TRUST A
before me, the undersigned Notary ChicagoTitle Land Trust Company, as to MB Financial Bank, N.A. as Trustee on to me to be an authorized trustee or knowledged the Modification to be the the trust documents or, by authority or stated that he or she is authorized to	TRUST ACCOUNTY OF On this
e wich is all	It dated July 6, 2001 and known as Trust No gent of the trust that executed the Modification ree and voluntary act and deed of the trust, by a tatute, for the uses and purposes therein menixecute this Modification and in fact executed the yellow Modern and the State of

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 409242 Page 5 LENDER ACKNOWLEDGMENT STATE OF _ Illinois)) SS) day of March On this 2015 before me, the undersigned Notary Public, personally appeared William A SPOD and known to me to be the Sentor Vice Precident, authorized agent for MB Financial Bank, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of MB Financial Bank, N.A., duly authorized by MB Financial Bask, 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 MB Financial Bank, N.A.. Residing at My commission expires 3128/17 LaserPro, Ver. 14.4.10.012 Copr. D+H USA Corporation 1997, 2015. All Rights Reserved. Ph Office G:\HARLAND\CFI\LPL\G201.FC TR-53 396 PR-41