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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/05/2015 08:46 AM Pg: 1 of 9

This instrument was prepared by
and, after recording, return to:

DYKEMA GOSSETT PLLC
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60606
Attn: Gary P. Segal, Esq.

LHYNE
NW 610 4813.21

EIGHTH AMENDMENT OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS EIGHTH AMENDMENT OF MORTGAGE AND ASSIGNMENT OF RENTS (this "Amendment") is made as of April 15, 2015, by and among SZYMANSKI SERIES LLC 5708, a Series of an Illinois limited liability company ("Grantor"), and MB FINANCIAL BANK, N.A., a national banking association and its successors and assigns ("Lender").

RECITALS:

A. Grantor is the current owner in fee simple of certain real estate located at 5708, 5710 and 5720 W. Irving Park Road, Chicago, Illinois 60634, as more particularly described on Exhibit A attached as a part hereof (the "Real Estate").

B. The Real Estate is encumbered by the following, each to and for the benefit of the Lender:

(i) that certain Mortgage dated as of October 12, 2007 made by Stanislaw Szymanski and Beata Szymanski (collectively, the "Guarantors"), and recorded with the Recorder of Deeds in Cook County, Illinois on October 19, 2007, as Document No. 0729233126, as modified by the Modifications (as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"); and

(ii) that certain Assignment of Rents dated as of October 12, 2007 made by Guarantors and recorded with the Recorder of Deeds in Cook County, Illinois on October 19, 2007, as Document No. 0729233127, as modified by the Modifications (as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Assignment of Rents").

C. The Mortgage and Assignment of Rents were modified by that certain First Amendment of Mortgage and Assignment of Rents dated October 12, 2012 and recorded with the Recorder of Deeds in Cook County, Illinois on January 23, 2013 as Document No. 1302319104; (ii) that certain Second Amendment of Mortgage and Assignment of Rents dated February 15, 2013 and recorded with the Recorder of Deeds in Cook County, Illinois on June 5, 2013 as Document No. 1315618031, (iii) that certain Third Amendment of Mortgage and

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Assignment of Rents dated August 15, 2013 and recorded with the Recorder of Deeds in Cook County, Illinois on November 14, 2013 as Document No. 1331810022, (iv) that certain Fourth Amendment of Mortgage and Assignment of Rents dated November 15, 2013 and recorded with the Recorder of Deeds in Cook County, Illinois on January 30, 2013 as Document No. 1403019001 (v) that certain Fifth Amendment of Mortgage and Assignment of Rents dated May 15, 2014 and recorded with the Recorder of Deeds in Cook County, Illinois on July 15, 2014 as Document No. 1419629007, (vi) that certain Sixth Amendment of Mortgage and Assignment of Rent dated November 15, 2014 and recorded with the Recorder of Deeds in Cook County, Illinois on December 22, 2014 as Document No. 1435613052 and (vii) that certain Seventh Amendment of Mortgage and Assignment of Rent dated January 15, 2015 and recorded with the Recorder of Deeds in Cook County, Illinois on March 12, 2015 as Document No. 1507129024 (collectively, the "Modifications").

D. Grantor and Lender desire to amend the Mortgage and the Assignment of Rents upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Lender hereby agree as follows:

1. **Incorporation of Recitals** The Recitals set forth above are incorporated herein and made a part hereof.

2. **Definitions**. Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Mortgage, as amended by this Amendment.

3. **Amendments**.

(a) The definition of the term "Borrower" contained in both the Mortgage and the Assignment of Rents is hereby amended in its entirety as follows:

"Borrower. The word Borrower means SZYMANSKI SERIES LLC 5708, a Series of an Illinois limited liability company.

(b) The definition of the term "Indebtedness" contained in both the Mortgage and the Assignment of Rents is hereby amended in its entirety as follows:

"Indebtedness. The word Indebtedness means and includes without limitation all loans, together with all other obligations, debts and liabilities of Borrower to Lender, as well as all claims by Lender against Borrower; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety or otherwise; whether recovery upon such Indebtedness may be or hereafter may become barred by any statute

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of limitations; and whether such Indebtedness may be or hereafter may be unenforceable.

(c) The definition of the term "Note" contained in both the Mortgage and the Assignment of Rents is hereby amended in its entirety as follows:

"Note. The word Note means that certain Promissory Note (Consolidated Loan) dated as of April 15, 2015 made by Borrower and payable to the order of Lender in the stated principal amount of \$1,803,805.87, together with all amendments, modifications, supplements and refinancings thereof. The Note is scheduled to mature on May 15, 2017."

(d) The paragraph titled "Maximum Lien" set forth in the Mortgage is hereby amended in its entirety as follows:

"MAXIMUM LIEN: 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 \$3,610,000.00."

4. **References.** All references to the Mortgage or the Assignment of Rents, as applicable, contained in any of the Related Documents shall be deemed to refer to the Mortgage or the Assignment of Rents, as applicable, as amended by this Amendment.

5. **Expenses.** Borrower hereby agrees to pay all of the Lender's reasonable attorneys' fees incurred in connection with the documentation of this Amendment, all recording fees and charges, title insurance charges and premiums and all other expenses, charges, costs and fees referred to in, necessitated by or otherwise relating to this Amendment.

6. **Representations and Warranties.** To induce the Lender to enter into this Amendment, each Borrower hereby represents and warrants the following:

(a) No Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time, or both, exists under any of the Related Documents.

(b) They do not have any set-off, defense or counterclaim to the payment or performance of any of the obligations under the Note, the Mortgage, the Assignment of Rents or any other Related Documents.

(c) There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting a Borrower or the Real Estate which would prevent a Borrower from complying with or performing its obligations under the Related Documents, and no basis for any such matter exists.

7. **Miscellaneous.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. This Amendment shall be binding on each

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Borrower and their successors and permitted assigns, and shall inure to the benefit of the Lender and its successors and assigns. The Mortgage and the other Related Documents shall remain in full force and effect in accordance with their respective terms. Time is of the essence of each of Borrower's obligations under this Amendment. This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Amendment.

[remainder of page intentionally blank; signatures to follow]

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

MB FINANCIAL BANK, N.A.

SZYMANSKI SERIES LLC 5708, a Series of an Illinois limited liability company

By: _____
Title: _____

By: St Szymanski
Stanislaw Szymanski, manager

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

MB FINANCIAL BANK, N.A.

By: [Signature]
Title: AVP Commercial Banking

SZYMANSKI SERIES LLC 5708. a Series of an Illinois limited liability company

By: [Signature]
Stanislaw Szymanski, manager

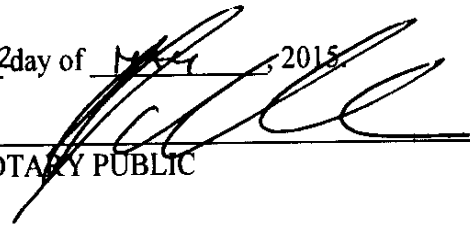
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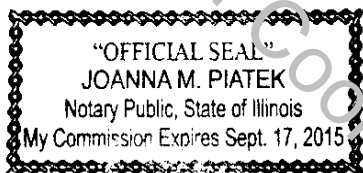
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JOANNA PIATEK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STANISLAW SZYMANSKI is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager of SZYMANSKI SERIES LLC 5708 (the "Grantor"), appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Grantor for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22 day of May, 2015.



NOTARY PUBLIC



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sonia I. Melendez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen Gottesman is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of MB FINANCIAL BANK, N.A. (the "Lender"), appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the Lender for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of May, 2015.

Sonia I. Melendez
NOTARY PUBLIC



Deputy Cook County Clerk's Office

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EXHIBIT A
Real Estate

LOTS 20, 21, 22, 23, 24, 25, 26 AND 27 IN BLOCK 6 IN JOHN T. O' DEA'S IRVING PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 5 AND 6 ALSO VACATED BLOCK 1, 2, 3 AND 4 AND VACATED STREETS IN JOHN SOUERBY'S SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 5708, 5710 and 5720 W. Irving Park Road, Chicago, Illinois 60634.

PINS: 13-17-426-042-0000
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