

This instrument was prepared by  
and when recorded please return to:

Demetre G. Lambropoulos  
McCarthy Duffy LLP  
180 N. LaSalle Street, Suite 2300  
Chicago, IL 60601

For Recorder's Use Only

**SECOND MODIFICATION OF REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

**THIS SECOND MODIFICATION OF REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT** (this "Second Modification of Mortgage") is entered into as of the 10<sup>th</sup> day of June, 2015, by and between **S.Y.S.I.A. LIMITED LIABILITY COMPANY**, an Illinois limited liability company ("Mortgagor"), with its principal office at 2950 Old Higgins Road, Elk Grove Village, Illinois 60007, and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois banking corporation ("Mortgagee"), with offices at 1110 Jorie Boulevard, Oak Brook, Illinois 60523.

**WITNESSETH:**

**WHEREAS**, Mortgagor executed for the benefit of Mortgagee that certain Real Estate Mortgage, Assignment of Rents and Security Agreement dated as of March 20, 2014 and recorded on April 22, 2014 as **Document Number 1411250037** in the office of the Recorder of Deeds of Cook County, Illinois, as amended by that certain Modification of Real Estate Mortgage, Assignment of Rents and Security Agreement dated as of December 8, 2014 and recorded on January 5, 2015 as **Document Number 1500557111** in the office of the Recorder of Deeds of Cook County, Illinois (collectively, the "Mortgage"), which encumbers the real property legally described on Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, Mortgagor and Mortgagee desire to enter into this Second Modification of Mortgage to modify, affirm and acknowledge certain terms and conditions of the Mortgage;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, and of any loans or extensions of credit heretofore, now or hereafter made to or for the benefit of Mortgagor by Mortgagee, Mortgagor and Mortgagee hereby agree as follows:

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## SECTION 1. AMENDMENTS TO THE MORTGAGE.

**1.1 Amendments to Definitions.** The definition of the term "Loan Agreement", as set forth in the preamble of the Mortgage, is hereby deleted in its entirety and the following is inserted in lieu thereof, effective as of the date hereof:

"Loan Agreement" shall mean that certain Loan Agreement dated as of March 20, 2014, by and between Mortgagee, Mortgagor, Lumisource, LLC, an Illinois limited liability corporation, and Efun Holdings, LLC, a Delaware limited liability company, as amended by (a) that certain First Amendment to Loan Agreement dated as of December 8, 2014, and (b) that certain Second Amendment to Loan Agreement dated as of June 19, 2015, as the same may at any time and from time to time be amended, restated, supplemented or otherwise modified.

**1.2 Additional Definitions.** The Mortgage is hereby amended to add the following defined term, effective as of the date hereof:

"Second Restated Revolving Note" shall mean that certain Second Restated Revolving Note dated as of June 19, 2015 in the principal amount of \$5,000,000.00, bearing interest and payable in the amounts and at the times set forth in the Second Restated Revolving Note, which matures on the Revolving Loan Termination Date (as such term is defined in the Loan Agreement), as the same may at any time and from time to time be extended, renewed, amended, restated, supplemented or otherwise modified.

The term "Second Restated Revolving Note" shall be substituted and replaced wherever the defined term "First Restated Revolving Note" is used in the Mortgage, as amended hereby.

**1.3** Except for the amendments expressly set forth in this Section 1 of this Second Modification of Mortgage, the Mortgage shall remain unchanged and in full force and effect.

## SECTION 2. PROVISIONS OF GENERAL APPLICATION

**2.1 Effect of this Second Modification of Mortgage.** Except as modified pursuant hereto, no other changes or modifications to the Mortgage are intended or implied and in all other respects the Mortgage is hereby specifically ratified, restated and confirmed by the parties hereto as of the date hereof. In the event of any conflict between the terms of this Second Modification of Mortgage and the Mortgage, the terms of this Second Modification of Mortgage shall control. All of the representations and warranties contained in the Mortgage were true as of the date when made and are true as of the date of this Second Modification of Mortgage.

**2.2 Entire Agreement.** This Second Modification of Mortgage expresses the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, negotiations, correspondence and agreements of the parties regarding such subject matter.

**2.3 Severability of Provisions.** Any provision of this Second Modification of

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Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, each of the parties hereto hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

**2.4 Governing Law.** THIS SECOND MODIFICATION OF MORTGAGE, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, OR ANY APPLICABLE LAWS OF THE UNITED STATES.

[SIGNATURE PAGE TO FOLLOW]

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[SIGNATURE PAGE TO SECOND MODIFICATION OF REAL ESTATE MORTGAGE,  
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Second Modification of Mortgage to be executed as of the day and year first above written.

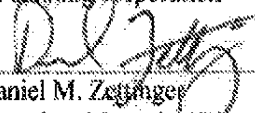
**MORTGAGOR:**

S.Y.S.A. LIMITED LIABILITY COMPANY,  
an Illinois limited liability company

By:   
Name: Steve Lee  
Its: Sole Manager

**MORTGAGEE:**

THE PRIVATEBANK AND TRUST COMPANY,  
an Illinois banking corporation

By:   
Name: Daniel M. Zettinger  
Its: Associate Managing Director

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STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF Cook        )

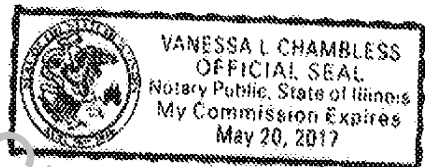
I, Vanessa Chambless, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Steve Lee, the sole Manager of Mortgagor, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such representative of Mortgagor, appeared before 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 said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29<sup>th</sup> day of June, 2015.

Vanessa L. Chambless  
Notary Public

My Commission Expires

May 20 2017



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STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF Will            )

I, Dawn C. Bale, a Notary Public in and for said County, in the state aforesaid, do hereby certify that **Daniel M. Zettinger**, the Associate Managing Director of Mortgagee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such representative of Mortgagee, 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 said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29<sup>th</sup> day of June, 2015.

Dawn C. Bale

Notary Public



My Commission Expires:

9-5-16

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 2 IN TOUHY-HIGGINS RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 4 IN TOUHY-HIGGINS SUBDIVISION IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS DATED FEBRUARY 9, 1989 AND RECORDED FEBRUARY 14, 1989 AS DOCUMENT 89069082, MADE BY THM INTERESTS, INC., AN ILLINOIS CORPORATION, FOR INGRESS AND EGRESS TO TOUHY AVENUE OVER ALL DRIVEWAYS NOW OR HEREAFTER LOCATED FROM TIME TO TIME OVER LOT 1 IN TOUHY-HIGGINS RESUBDIVISION NO. 1, AS AFORESAID IN PARCEL 1, IN COOK COUNTY, ILLINOIS.

PIN: 08-36-100-016-0000

COMMONLY KNOWN AS: 2950 OLD HIGGINS ROAD, ELK GROVE VILLAGE, ILLINOIS 60007