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

Albert, Whitehead, P.C. 10 North Dearborn Street Suite 600 Chicago, Illinois 60602

Property Address:

7234 South Constance Chicago, Illinois

PIN: 20-25-118-001-0300

Doc#. 1527547055 Fee: \$54.00 Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 10/02/2015 09:39 AM Pg: 1 of 4

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SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

This SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES dated as of July 1, 2015 (this "Amendment"), is executed by 7234 S. Constance Ave LLC, an Hunois limited liability company (the "Mortgagor"), to and for the benefit of The PrivateBank and Trest Company (the "Lender").

#### RECITALS:

- A. Pursuant to a Promissory Note dated March 9, 2012 the Lender loaned the Mortgagor the principal amount of Seven Hundred Fifty Thousand and 30/100 Dollars (\$750,000) (the "Loan"). The Loan is secured by, inter alia, that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Security Agreement dated March 9, 2012 and recorded April 11, 2012 as Document No. 1210242023 in the office of the Recorder of Deeds of Cook County, Illinois, as amended by that certain Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of March 8, 2015 and recorded June 8, 2015 as Document No. 1515908125, encumbering the real estate described on Exhibit A attached hereto (as so amended the "Mortgage").
- B. Borrower also executed and delivered an Assignment of Rents and Leases, dated as of March 9, 2012 and recorded April 11, 2012 as Document No. 1210242024 in the office of the Recorder of Deeds of Cook County, Illinois (the "Assignment").

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C. Borrower has requested, and Lender has agreed, to increase the amount, and extend the maturity date, of the Loan.

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

- 1. The amount of the Loan secured by the Mortgage and the Assignment is Eight Hundred Ninety-Two Thousand Five Hundred and No/100 Dollars (\$892,500).
- 2. The Maturity Date of the Loan secured by the Mortgage and the Assignment is July 1, 2018.
- 3. Section 39(j) of the Mortgage is hereby amended by replacing the dollar amount of "\$1,500,000" with the dollar amount of "\$1,785,000".
- 4. Mortgagor hereby remakes and re-affirms the covenants, representations and parameters contained in the Mortgage and the Assignment.
- 5. Except as hereby amended, the Mortgage and the Assignment remain in full effect, unaltered, unrepealed and unamended.
- 6. This Amendment may be executed in separate counterparts.

IN WITNESS WHERPOF, the parties have executed and delivered this Amendment as of this 1<sup>st</sup> day of July, 2015.

MORTGAGOR:

7234 S. CONSTANCE AVE LLC, an Plinois limited liability company

By: 5812 Group LLC,

a Dalaware limited liability company

Its: Manager

Adam Walls, Manager

LENDER:

The PrivateBank and Trust Company

By: Name:

Title:

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STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Adam Walls, the Manager, of 5812 Group LLC, a Delaware limited liability company, which is the manager of 7234 S. Constance Ave LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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.

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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 day of, 2015.
Whotary Public
$O_{\mathcal{F}}$
My Commission Expires:
OFFICIAL STAL
STATE OF ILLINOIS ) SS.  AYSHA BRIDGES Notary Public - State of Illinois My Commission Expires Aug 18, 2018
COUNTY OF COOK )
$\mathcal{Q}_{\Delta}$
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DC
HEREBY CERTIFY that K MANSER , the M.D.
of The PrivateBank and Trust Company (the "Bank"), who is personally known to me to be the
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EXHIBIT "A"

#### LEGAL DESCRIPTION OF REAL ESTATE

LOTS 28 AND 29 IN CHRISTOPHER COLUMBUS ADDITION TO JACKSON PARK, BEING A SUBDIVISION OF BLOCKS 4 AND 5 IN G. W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-25-118-001-0000

Property of Cook County Clerk's Office Address: 7234 S. Constance, Chicago, Illinois