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THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Courtney E. Mayster
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBERS:

See Exhibit "A"

PROPERTY ADDRESSES:

2445 North Clybourn, Chicago, Illinois
3418-20 North Lakewood, Chicago, Illinois
3620 North Hermitage, Chicago, Illinois
4155-57 North Wolcott, Chicago, Illinois
4423 North Ashland, Chicago, Illinois
825 West Wolfram, Chicago, Illinois



Doc#: 1529222052 Fee: \$68.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/19/2015 10:03 AM Pg: 1 of 11

This space for Recorder's use only.

MODIFICATION OF MORTGAGE #2 AND LOAN DOCUMENTS

THIS MODIFICATION OF MORTGAGE #2 AND LOAN DOCUMENTS (this "**Modification**") is dated as of October 14, 2015, by and between **2341 JANSSEN PARTNERSHIP**, an Illinois general partnership ("**Borrower**"), and **NORTHBROOK BANK & TRUST COMPANY**, an Illinois banking corporation, its successors and assigns ("**Lender**").

RECITALS:

A. Lender has made a loan to Borrower (the "**Loan**") in the original principal amount not to exceed **SEVEN MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$7,100,000.00). The Loan is evidenced by a certain Promissory Note dated as of October 8, 2014 in the principal amount of \$5,100,000.00 from Borrower payable to the order of Lender (the "**Promissory Note**") and that certain Revolving Note dated as of October 8, 2014 herewith in the principal amount of \$2,000,000.00 from Borrower payable to the order of Lender (the "**Revolving Note**;" the Promissory Note and the Revolving Note and any and all extensions

CTY-BANK [Signature]

[Signature]

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and renewals thereof, amendments thereto and substitutions or replacements therefor are sometimes individually or collectively referred to herein as a "Note").

B. The Note is secured by, among other things, (i) that certain Mortgage Security Agreement, Assignment of Rents and Leases and Fixture Filing dated October 8, 2014 and recorded with the Cook County Recorder of Deeds (the "Recorder's Office") on October 10, 2014 as Document No. 1428301023 (the "Mortgage #1") from Borrower to Lender, which Mortgage #1 encumbers the real property and all improvements thereon legally described on Exhibit A thereto; (ii) that certain Mortgage Security Agreement, Assignment of Rents and Leases and Fixture Filing dated October 8, 2014 and recorded with the Recorder's Office on October 10, 2014 as Document No. 1428301025 (the "Mortgage #2") from Borrower to Lender, which Mortgage #2 encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Property"); (iii) that certain Assignment of Rents and Leases dated October 8, 2014 and recorded with the Recorder's Office on October 10, 2014 as Document No. 1428301024 from Borrower to Lender (the "Assignment of Rents #1"); (iv) that certain Assignment of Rents and Leases dated October 8, 2014 and recorded with the Recorder's Office on October 10, 2014 as Document No. 1428301026 from Borrower to Lender (the "Assignment of Rents #2"); (v) that certain Environmental Indemnity Agreement dated October 8, 2014 from Borrower to Lender (the "Indemnity Agreement"); and (vi) certain other loan documents (the Note, Mortgage #1, Mortgage #2, Assignment of Rents #1, Assignment of Rents #2, the Indemnity Agreement, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to in this Modification as the "Loan Documents").

C. Borrower desires to amend the Loan Documents to, among other things, cross-collateralize and cross-default the Loan with that certain \$4,500,000.00 loan to Borrower and **HJR PROPERTIES LLC - 3161 N. ORCHARD**, an Illinois series limited liability company, an affiliate of Borrower, as herein set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of: (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification); (ii) the agreements by Lender to modify the Loan Documents, as provided herein; (iii) agreement to pay Lender's reasonable expenses, including all of Lender's reasonable attorneys fees and costs in connection with this Modification; (iv) the covenants and agreements contained herein; and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated into and made part of this Modification.

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2. **Modification of Mortgage #2.** Mortgage #2 shall be deemed to be amended as follows:

a. By deleting the last full paragraph on page 4 of Mortgage #2 which commences with "**FOR THE PURPOSE OF SECURING**" and substituting therefor the following:

a. "**FOR THE PURPOSE OF SECURING:** (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges, prepayment premium, if any, exit fee, if any, interest rate swap or hedge expenses (if any), reimbursement obligations, fees, and expenses for letters of credit issued by the Lender for the benefit of the Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals, or refinancings of any of the foregoing; (ii) the obligations and liabilities of the Mortgagor to the Lender under and pursuant to any interest rate, currency, or commodity swap agreement, cap agreement, or collar agreement executed by and between the Mortgagor and the Lender from time to time (collectively, "*Interest Rate Agreements*"), (iii) the performance and observance of the covenants, conditions, agreements, representations, warranties, and other liabilities and obligations of the Mortgagor or any other obligor to or benefiting the Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage, or any of the other Loan Documents; (iv) the reimbursement to the Lender of any and all sums incurred, expended, or advanced by the Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, or any Interest Rate Agreements or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein, and (v) the payment of that certain \$4,500,000.00 loan (the "*Orchard Loan*") from Lender to Mortgagor and **HJR PROPERTIES LLC - 3161 N. ORCHARD**, an Illinois series limited liability company (the "*HJR Orchard*"), or so much thereof as may be advanced from time to time, and any and all late charges, and all other indebtedness evidenced by or owing under the promissory note made by Mortgagor and HJR Orchard, payable to Lender, and any of the other loan documents, including that certain Mortgage Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of October 14, 2015 (the "*Orchard Mortgage*") creating a first mortgage lien on the property commonly known as 3161-3167 North Orchard Street, Chicago, Illinois 60657 and legally described on Exhibit "A" attached thereto (the "*Orchard Property*"), together with any extensions, modifications, renewals or refinancings of any of the foregoing (collectively, the "*Indebtedness*")."

b. To add the following as subsection 16(k):

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“(k) the occurrence of an "Event of Default" or default under the Orchard Mortgage or any of the loan documents, as amended from time to time, evidencing or securing the Orchard Loan.”

c. By deleting Section 37 in its entirety and substituting therefor the following:

“37. ***Debt Service Coverage Ratio.***

(a) During any calendar year and commencing on December 31, 2016, the Mortgagor must not permit, on a global basis, the ratio of Operating Cash Flow (as defined below) during such year to Debt Service (as defined below) during such year to be less than 1.20 to 1.00 based on the trailing twelve (12) months operating results (the “***Debt Service Coverage Ratio***”) of the Premises and the Orchard Property.

(b) As used herein, “***Operating Cash Flow***” during any year means all rental income (including minimum rent, additional rent, escalation, and pass through payments) actually received in such year arising from the ownership and operation of the Premises and the Orchard Property (excluding tenant security deposits, and rent paid during such year by any tenant for more than twelve (12) months of rental obligations) less the sum of all costs, taxes, expenses, and disbursements of every kind, nature, or description actually paid or due and payable during such year in connection with the leasing, management, operation, maintenance, and repair of the Premises and the Orchard Property and of the personal property, fixtures, machinery, equipment, systems, and apparatus located therein or used in connection therewith, but excluding (i) non-cash expenses, such as depreciation and amortization costs, (ii) state and federal income taxes, (iii) the non-current portion of capital expenditures determined in accordance with generally accepted accounting principles, (iv) debt service payable on the Loan, and (v) principal and interest payments on other loans expressly permitted by the Lender. In determining Operating Cash Flow, extraordinary items of income, such as those resulting from casualty or condemnation or lease termination payments of tenants, will be deducted from income.

(c) As used herein, “***Debt Service***” for any year will equal the sum of all scheduled principal and interest payments on the Loan and any other indebtedness of the Mortgagor and HJR Orchard that is due and payable during such year.

(d) Operating Cash Flow and Debt Service will be calculated by the Lender based on the financial information provided to the Lender by the Mortgagor and independently verified by the Lender and the calculations so verified will be final and binding upon the Mortgagor and the Lender.

If at any time during any year the Lender reasonably believes that an event has occurred which will cause a decrease in the Operating Cash Flow during such

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year (including, without limitation, an increase in the real estate taxes due to an increase in the assessed valuation of the Premises or the Orchard Property, the applicable tax rate, or otherwise) and, as a result thereof, the ratio of Operating Cash Flow to Debt Service during such year (or any year thereafter) will be less than 1.20 to 1.00, then an Event of Default will be deemed to exist upon the Mortgagor's receipt of written notice of such Event of Default from the Lender unless the Mortgagor, within thirty (30) days after receipt of such notice from the Lender, has delivered to the Lender evidence reasonably satisfactory to the Lender that the ratio of Operating Cash Flow to Debt Service as of such day is or will be at least 1.20 to 1.00."

3. **Representations and Warranties of Borrower**. Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Documents) under the Loan Documents, and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) The execution and delivery of this Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Modification has been duly executed and delivered on behalf of Borrower.

4. **Release by Borrower**. Borrower hereby releases and forever discharges Lender and its past and present officers, directors, employees, agents, attorneys, predecessors-in-interest, parents, subsidiaries, affiliates and assigns of and from any and all actions, claims, and causes of action, suits, debts, liabilities, dues, accounts, demands, obligations, costs, expenses, losses, damage and indemnities of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, contingent or fixed, in law or in equity, which Borrower has, may have had, own or hold, or at any time heretofore had, may have had, owned or held, whether

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based on contract, tort, statute, or other legal or equitable theory of recovery, relating to, or arising out of the Loan, the Note, the Loan Documents, this Modification or the Property.

5. **Waiver of Defenses.** Borrower acknowledges that Borrower has no defenses, offsets, or counterclaims under the Loan, the Note or the Loan Documents. To the extent that any such defenses, offsets, or counterclaims exist as of the date hereof, they are hereby waived and released in consideration of Borrower's agreement to amend the Loan.

6. **Expenses and Loan Fee.** As a condition precedent to the agreements contained herein, Borrower shall pay all reasonable out-of-pocket third-party costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and reasonable attorneys' fees and expenses.

7. **Title Policies.** If requested by Lender, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement(s) to the title policies listed below as of the date this Modification is recorded, reflecting the recording of this Modification, and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the title policies as of its date of issuance and any other encumbrances expressly agreed to by Lender:

2445 N. Clybourn, Chicago, Illinois	CTT #8975382
3418-20 N. Lakewood, Chicago, Illinois	CTT #8975383
3620 N. Hermitage, Chicago, Illinois	CTT #8975384
4155-57 N. Wolcott, Chicago, Illinois	CTT #8975385
4423 N. Ashland, Chicago, Illinois	CTT #8975386
825 W. Wolfram, Chicago, Illinois	CTT #8975373

8. **Miscellaneous.**

(a) This Modification is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Modification may not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Modification, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The parties state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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(c) Notwithstanding the execution of this Modification by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower, nor will privity of contract be presumed to have been established with any third party.

(d) Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Modification. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Modification binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note," "Mortgage #1," "Mortgage #2," "Assignment of Rents #1," "Assignment of Rents #2," the "Indemnity Agreement," or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Note, Mortgage #1, Mortgage #2, Assignment of Rents #1, Assignment of Rents #2, the Indemnity Agreement, and the other Loan Documents as amended from time to time. The paragraph and section headings used in this Modification are for convenience only and shall not limit the substantive provisions hereof. All words in this Modification that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Modification that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

(g) This Modification may be executed in one or more counterparts, all of which, when taken together, constitute one original agreement.

(h) Time is of the essence of Borrower's obligations under this Modification.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES APPEAR ON FOLLOWING PAGE]**

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This **MODIFICATION OF MORTGAGE #2 AND LOAN DOCUMENTS** was executed as of the date and year set forth above.

LENDER:

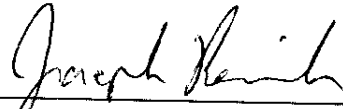
**NORTHBROOK BANK & TRUST
COMPANY**

By: 
Name: DAVID GRIFIN
Its: SVP

BORROWER:

2341 JANSSEN PARTNERSHIP,
an Illinois general partnership

By: H & H Family Ventures, LLC,
an Illinois limited liability company
Its: General Partner

By: 
Name: Joseph Resnick
Title: Authorized Signatory

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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, **DOES HEREBY CERTIFY** that Joseph Resnick, the Authorized Signatory of **H & H FAMILY VENTURES, LLC**, an Illinois limited liability company, the General Partner of **2341 JANSSEN PARTNERSHIP**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, 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 general partnership and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of October 2015.

[Signature]
Notary Public

My Commission Expires: 2-26-17



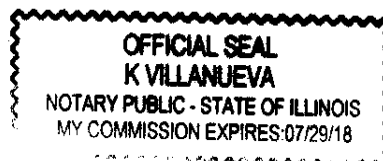
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that DARRAGH GRIFFIN, the SVP of **NORTHBROOK BANK & TRUST COMPANY**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of OCTOBER, 2015.

[Signature]
Notary Public

My Commission Expires: 07/29/18



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 45 IN BLOCK 6 IN FULLERTON'S SECOND ADDITION TO CHICAGO IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2445 NORTH CLYBOURN, CHICAGO, ILLINOIS

PIN: 14-30-409-052-0000

LOT 1 IN BLOCK 7 IN OLIVER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3418-20 NORTH LAKEWOOD, CHICAGO, ILLINOIS

PIN: 14-20-313-018-0000

LOT 16 IN BLOCK 2 IN SUBDIVISION OF BLOCK 25 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3620 NORTH HERMITAGE, CHICAGO, ILLINOIS

PIN: 14-19-229-035-0000

THE NORTH 72.96 FEET OF LOT 21 IN BLOCK 1 IN CUYLER ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4155-57 NORTH WOLCOTT, CHICAGO, ILLINOIS

PIN: 14-18-412-037-0000

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LOT 17 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 17) IN BLOCK 22 IN RAVENSWOOD SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4423 NORTH ASHLAND, CHICAGO, ILLINOIS

PIN: 14-17-119-007-0000

LOT 41 IN BLOCK 2 IN WOLFRAM'S SUBDIVISION OF OUTLOT 8 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 825 WEST WOLFRAM, CHICAGO, ILLINOIS

PIN: 14-29-230-011-0000

Property of Cook County Clerk's Office