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This Instrument Prepared by  
and After Recording Returned to:

Daniel Kohn, Esq.  
Duane Morris LLP  
190 South LaSalle Street  
Suite 3700  
Chicago, Illinois 60603

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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/08/2016 03:55 PM Pg: 1 of 7

## SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

**THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT** (this "**Amendment**") dated as of December 30, 2015, by and between **768 WEST JACKSON, LLC**, a Delaware limited liability company ("**Borrower**") and **HINSDALE BANK & TRUST COMPANY**, an Illinois banking corporation ("**Lender**"), its successors and its assigns.

### RECITALS:

A. Pursuant to the terms of that certain Mortgage Note dated as of September 11, 2012, from Borrower in favor of Lender, in the original maximum principal amount of Ten Million Two Hundred Thousand and No/100 Dollars (\$10,200,000.00) (as modified by that certain First Amendment to Mortgage Note dated as of October 19, 2015, with an effective date of September 30, 2015, by and between Borrower and Lender and as it may be further modified, amended and/or restated from time to time, the "**Note**"), which Note evidences a loan in such original amount (the "**Loan**"), Borrower has executed and delivered to Lender that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated September 11, 2012, and recorded on September 28, 2012, with the Cook County Recorder of Deeds as Document No. 1227233049 (as modified by that certain First Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of October 19, 2015, with an effective date of September 30, 2015, by and between Borrower and Lender, and as it may be further modified, amended and/or restated from time to time, the "**Mortgage**"), which Mortgage encumbers the real property described on **Exhibit A** attached hereto.

B. Borrower has requested that Lender agree to the execution of that certain Second Amendment to Mortgage Note of even date herewith whereunder, among other things, the Note is modified to reflect that the Maturity Date (as defined in the Note) under the Note has been extended to January 1, 2019 (the "**Second Amendment to Mortgage Note**").

C. As a condition precedent to Lender's consent to the execution of the Second Amendment to Mortgage Note, Borrower and Lender wish to amend the Mortgage to reflect that

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the Maturity Date of the Note has been extended from January 1, 2016, to January 1, 2019, all in accordance with the terms of this Amendment.

D. Borrower acknowledges and agrees that (i) it is in the best interest of Borrower to obtain the Second Amendment to Mortgage Note, and (ii) Borrower will receive benefit for the Second Amendment to Mortgage Note.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Lender, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference to this Amendment.

2. Borrower and Lender acknowledge and agree that the Maturity Date under the Note has been extended from January 1, 2016, to January 1, 2019, as it may be accelerated in accordance with the terms of the Note. To reflect such Maturity Date, the Mortgage is hereby modified to reflect that the maturity date of the Note is January 1, 2019.

3. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

5. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(signatures on following page)


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

**BORROWER:**

**768 WEST JACKSON, LLC**, a Delaware limited liability company

By: 768 West Jackson Management SPE, Inc., a Delaware corporation, its managing member

By:   
Name: DONAL P BARRY SR  
Its: PRESIDENT

**LENDER:**

**HINSDALE BANK & TRUST COMPANY**, an Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**BORROWER:**

**768 WEST JACKSON, LLC**, a Delaware limited liability company

By: 768 West Jackson Management SPE, Inc., a Delaware corporation, its managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LENDER:**

**HINSDALE BANK & TRUST COMPANY**, an Illinois banking corporation

By: Michael Kierys  
Name: Michael Kierys  
Its: Assistant Vice President

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Kathleen Barry, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Donald P. Barry personally known to me to be the President of 768 West Jackson Management SPE, Inc., a Delaware corporation, the managing member of 768 West Jackson, LLC, a Delaware limited liability company, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30<sup>th</sup> day of December, 2015.



[Signature]  
Notary Public

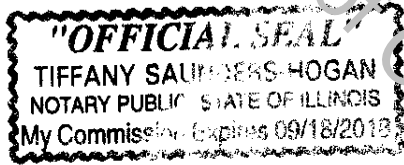
My commission expires: 4/14/2018

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I Tiffany Saunders Hogan, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Kiepus personally known to me as the Customer of **HINSDALE BANK & TRUST COMPANY**, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as officer such of said entity, s/he signed and delivered the said instrument, and caused the seal of said entity to be affixed thereto, pursuant to authority given, as his/her free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of December, 2015.



Tiffany Saunders Hogan  
Notary Public

My Commission Expires: 9-18-18

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## Exhibit "A"

### Legal Description

#### PARCEL 1:

LOT 3 AND THE SOUTH 58-11/12 FEET OF LOT 4 IN SUBDIVISION OF LOT 8 IN BLANCHARD'S SUBDIVISION OF BLOCK 3 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 3 IN THE SUBDIVISION OF THE WEST 55.00 FEET OF LOT 7 (EXCEPT THAT PART OFF THE NORTH END THEREOF TAKEN FOR QUINCY STREET) IN BLANCHARD'S SUBDIVISION OF BLOCK 3 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 10.50 FEET OF THE NORTH 87.00 FEET OF LOT 1 IN THE SUBDIVISION OF THE WEST 55.00 FEET OF LOT 7 (EXCEPT THAT PART OFF THE NORTH END THEREOF TAKEN FOR QUINCY STREET) IN BLANCHARD'S SUBDIVISION OF BLOCK 3 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 1 (EXCEPT THE WEST 10.50 FEET OF THE NORTH 87.00 FEET; EXCEPT THE EAST 6.50 FEET OF THE NORTH 95.00 FEET AND EXCEPT THE 17 FEET OF THE SOUTH 4.00 FEET THEREOF) AND THE WEST 8 FEET OF LOT 2 IN THE SUBDIVISION OF THE WEST 55.00 FEET OF LOT 7 (EXCEPT THAT PART OFF THE NORTH END THEREOF TAKEN FOR QUINCY STREET) IN BLANCHARD'S SUBDIVISION OF BLOCK 3 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN Nos.:           17-16-100-005-0000  
                          17-16-100-006-0000

Common Address:  766 West Jackson Boulevard and  
                          239 South Halsted Street,  
                          Chicago, Illinois