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Instrument prepared by and
after recording return to:
Gary A. Whitlock, Esq.
Akerman, LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

Doc#: 1608945038 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/29/2016 11:53 AM Pg: 1 of 7

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Modification") is made this 22 day of March, 2016, to be effective as of March 22, 2016 (the "Effective Date"), by **FAIM, L.L.C.**, an Illinois limited liability company ("Mortgagor"), to and for the benefit of **SUNTRUST BANK**, a Georgia banking corporation ("Mortgagee"), with reference to the following facts:

A. Mortgagee and Bank of America, N.A. ("Original Lender") entered into that certain Real Estate Loan Agreement dated March 13, 2012 (the "Agreement"), to evidence a term loan in the principal amount of \$6,375,000.00 (the "Loan").

B. The Loan is secured by, among other things, that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated March 13, 2012, and recorded in the office of the Cook County Recorder of Deeds, on March 15, 2012, as document number 1207516018 (as amended and assigned from time to time, the "Mortgage"), creating a mortgage lien against real property and improvements commonly known as 670 West Frontage Road, Northfield, Illinois 60093, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Security Property").

C. Pursuant to that certain Amendment No. Two To Real Estate Loan Agreement dated May 12, 2014, Mortgagor and Original Lender executed a Modification of Mortgage recorded in the Office of the Cook County Recorder of Deeds, on June 26, 2014, as document number 1417716030.

D. Pursuant to that certain Amendment No. Three To Real Estate Loan Agreement dated October 6, 2015, Mortgagor and Mortgagee executed a Modification of Mortgage recorded in the office of the Cook County Recorder of Deeds, on October 28, 2015, as document number 1530119037.

E. On or about even date herewith Mortgagor and Original Lender executed a Modification of Mortgage to be recorded prior to this Modification in the office of the Cook County Recorder of Deeds.

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F. The Original Lender assigned all its right, title and interest in and to the Mortgage, including, without limitation, all of Original Lender's right, title and interest in and to the Loan, and the moneys due and to grow due thereon with interest, to Mortgagee, pursuant to that certain Assignment of Real Estate Loan Agreement, Mortgage and Other Loan Documents to be recorded immediately prior to this Modification in the office of the Cook County Recorder of Deeds.

G. Pursuant to that certain Amended and Restated Commercial Note of even date herewith, Mortgagor and Mortgagee have agreed to make certain modifications and extensions to the Loan and have agreed to amend the Mortgage as set forth herein, but not otherwise.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of Mortgagee's execution and delivery of the Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Mortgagor, intending to be legally bound, agrees as follows:

1. **Definitions.** Defined terms used in this Modification that are not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. **Amendments to Mortgage.**

(a) Section 2, subsection 2.1 (b) of the Mortgage is hereby amended and restated in its entirety to read as follows:

(b) Payment and performance of all obligations of Mortgagor under this Mortgage and under a certain Amended and Restated, Future Advance and Consolidation Commercial Note dated March 22, 2016, in the principal amount of Seven Million One Hundred Thousand and No/100 Dollars (\$7,100,000.00) in favor of Mortgagee.

(b) Section 2, subsection 2.3 of the Mortgage is hereby amended as follows:

2.3 Maximum Amount Secured. The maximum amount secured by the lien of this Mortgage is \$20,000,000.00.

(b) Section 7.15 the address for notices to Mortgagee is amended and restated in its entirety to read as follows:

Address for Notices to Mortgagee: SunTrust Bank
211 Perimeter Center Parkway
Mail Code: GA-Atlanta 0039
Atlanta, GA 30346

(c) Section 5, subsection 5.13 is hereby added to read as follows:

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5.13 Omnibus Agreement: Until full payment and performance of all Obligations of Mortgagor under this Mortgage and the other loan documents, Mortgagor shall (a) provide or cause to be provided to SunTrust the financial reports and information and (b) comply with all the covenants applicable to Mortgagor set forth in the Omnibus Financial Statement, Tax Return and Financial Covenant Agreement dated of or about even date herewith ("Omnibus Agreement"), executed by Mortgagor and certain affiliates of Mortgagor in favor of Mortgagee, as the same may be amended, supplemented or restated from time to time.

(d) Section 6, subsection 6.2 is hereby amended to add (g) to read as follows:

(g) A default occurs under the Omnibus Agreement.

3. Recording. Upon the execution of this Modification, Mortgagor shall cause it to be promptly recorded in the Office of the County Recorder for Cook County, Illinois.

4. Releases. Effective on even date, Mortgagor hereby releases, acquits and forever discharges Original Lender, Mortgagee and their respective parents, subsidiaries, affiliates, directors, officers, employees, attorneys, agents, servants and representatives as well as the respective heirs, personal representatives, successors and assigns or any and all of them (collectively "the Released Mortgagee Parties") from any and all claims, counterclaims, demands, debts, actions, causes of action, suits, contracts, indebtedness, agreements, obligations, accounts, defenses, offsets against the indebtedness and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, including without limitation, such claims and defenses as fraud, mistake, duress, misrepresentation, breach of contract, negligence, breach of duty, tortious interference with advantageous relationships and usury which the Mortgagor ever had, now have or hereafter might have against the Released Mortgagee Parties, jointly or severally, for or by reason of any matter, cause or thing whatsoever occurring up to the date of execution hereof, which relates to, in whole or in part, directly or indirectly: (a) the Loan; (b) the Loan Documents; (c) the Obligations; (d) the collateral for the Loan; or (e) the administration of the Loan. In addition, the Mortgagor agrees not to commence, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Released Mortgagee Parties arising directly or indirectly from any of the foregoing matters.

5. Continuing Force and Effect. Except as specifically modified by this Modification, the Mortgage shall continue in full force and effect. Mortgagor reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Mortgagee pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Modification, affected in any manner whatsoever.

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[signature pages follow]

Property of Cook County Clerk's Office

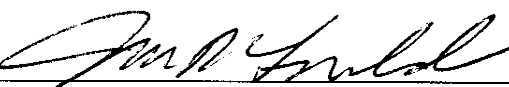


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WITNESS the due execution of this Modification as of the date first above written.

MORTGAGOR:

FAIM, L.L.C., an Illinois limited liability company

By: 
 John R. Fields
 Manager

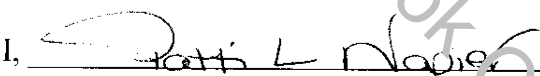
Property of Cook County Clerk's Office

ACKNOWLEDGMENTS:

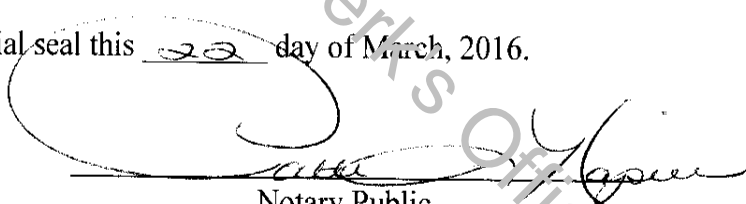
STATE OF ILLINOIS

) SS.

COUNTY OF Cook

I,  a notary public in and for said County, in the State aforesaid, do hereby certify that John R. Fields personally known to me to be the Manager of FAIM, L.L.C., an Illinois limited liability company, 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 such Manager, he signed and delivered the said instrument, pursuant to authority given by the company and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of March, 2016.


 Notary Public



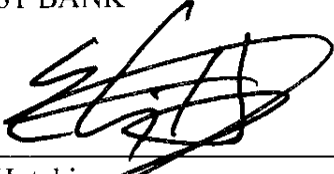
Commission expires: 6-19-17

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ACCEPTED as of the date first above written:

MORTGAGEE:

SUNTRUST BANK

By: 
 Craig Hutchinson
 First Vice President

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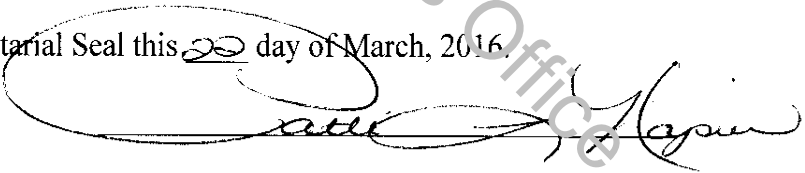
ACKNOWLEDGMENT:

STATE OF Illinois)
) ss.
 COUNTY OF Cook)

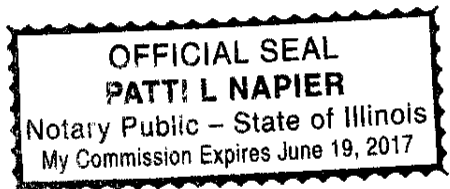
I, the undersigned, a Notary Public in and for said County and State, certify that Craig Hutchinson, personally known to me to be the First Vice President of SunTrust Bank, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that s/he signed and delivered the said instrument as her/his free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 22 day of March, 2016.

[seal]



Notary Public



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EXHIBIT A

SECURITY PROPERTY

PARCEL 1:

LOT 2 IN M. E. FIELDS SUBDIVISION, BEING A SUBDIVISION IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, AND INGRESS AND EGRESS AS SET FORTH IN THE RECIPROCAL EASEMENT AND ACCESS AGREEMENT MADE BY AND BETWEEN FAIM, LLC AND FIELDS IMPORTS, INC., RECORDED MARCH 26, 2010 AS DOCUMENT 1008540002.

Street Address of Property: 670 West Frontage Road, Northfield, Cook County, Illinois 60093

P.I.N.: 04-13-402-007-0000