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BY AND AFTER RECORDING
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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/29/2016 04:11 PM Pg: 1 of 9

Bradley M. Ader
Burke, Warren, MacKay &
Serritella, P.C.
330 North Wabash Avenue
Suite 2100
Chicago, IL 60611

SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "**Second Amendment**") is made and entered into as of June 30, 2016 by LINCOLN SQUARE PARTNERS, LLC, an Illinois limited liability company (hereinafter referred to as "**Mortgagor**"), in favor of BISMARCK ENTERPRISES, INC., an Illinois corporation (hereinafter referred to as "**Mortgagee**").

RECITALS:

A. Mortgagor delivered to Mortgagee a certain Promissory Note dated January 1, 2011, as amended by that certain Amended and Restated Promissory Note dated as of June 30, 2011, as further amended by that certain Second Amended Note (defined below) (as amended, the "**Note**"), pursuant to which Mortgagee made a loan to Mortgagor in the amount of Four Million and No/100 U.S. Dollars (\$4,000,000.00) (the "**Loan**"), which Loan is secured by a Mortgage dated as of January 1, 2011 and recorded on January 6, 2011, as Document #1100631005 in the office of the Cook County Recorder of Deeds (the "**Recorder**"), as amended by that certain First Amendment to Mortgage, Security Agreement and Fixture Filing dated as of June 30, 2011 (as amended, the "**Mortgage**") encumbering certain real property commonly known as 4717-29 N. Lincoln/2325 W. Giddings, Chicago, Illinois and legally described on Exhibit A attached hereto (hereinafter referred to as the "**Property**").

B. Pursuant to the terms of the Loan Documents, the Loan is scheduled to mature on June 30, 2016, and the parties have agreed to (i) extend the date of maturity and otherwise to modify the terms of the Loan and the Loan Documents as herein provided, and (ii) execute a Second Amended and Restated Promissory Note dated even herewith (the "**Second Amended Note**"). The Mortgage, as hereby amended, and the Note, are herein collectively referred to as the Loan Documents.

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NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Second Amendment), (ii) the agreement by Mortgagee to modify the Loan Documents, as provided in this Second Amendment, (iii) the covenants and agreements contained in this Second Amendment, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions; Recitals. All capitalized terms used herein and not defined in this Second Amendment shall have the same meanings ascribed to such terms in the Loan Documents. The Loan Documents as amended hereby are ratified and confirmed and shall remain otherwise unmodified and in full force and effect. The above recitals are true and correct and incorporated in this Second Amendment.
2. Maturity Date. The Maturity Date (as defined in the Second Amended Note) shall be June 30, 2026.
3. Representations and Warranties of Mortgagor. Mortgagor represents, covenants and warrants to Mortgagee as follows:
 - (a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date of this Second Amendment.
 - (b) There is currently no Event of Default (as defined in the Mortgage) or Default (as defined in the Note) and Mortgagor 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 or Default.
 - (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Second Amendment, they continue to be the legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
 - (d) As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified by this Second Amendment.
4. Successors and Assigns. The provisions and covenants of this Second Amendment shall be binding on Mortgagor and shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective heirs, successors and permitted assigns.
5. Terminology. All personal pronouns used in this Second Amendment whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Paragraph headings are for convenience only and neither limit nor amplify the provisions of this Second Amendment itself.

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6. Severability. If any provision of this Second Amendment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Second Amendment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. Applicable Law. Mortgagor agrees that this Second Amendment shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois; provided, however, that if any applicable conflict or choice of law rules would choose the law of another state, Mortgagor waives such rules and agrees that Illinois substantive, procedural and constitutional law shall nonetheless govern.

[signature page to follow]

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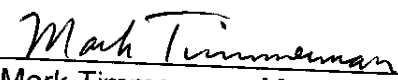
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Second Amendment as of the day and year first above written.

MORTGAGOR:

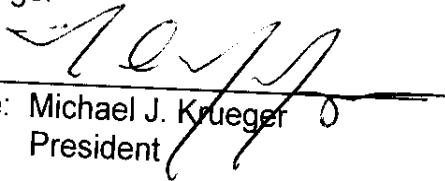
Lincoln Square Partners, LLC
Illinois limited liability company

By: Bismarck Enterprises, Inc.,
an Illinois corporation
Its: Manager

By: 
Name: Peter R. Wirtz
Title: President

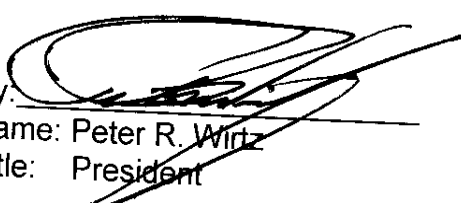

Mark Timmerman, Manager

By: MJK Holdings, Inc., an Illinois corporation
Its: Manager

By: 
Name: Michael J. Krueger
Title: President

MORTGAGEE:

Bismarck Enterprises, Inc.,
an Illinois corporation

By: 
Name: Peter R. Wirtz
Title: President

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STATE OF ILLINOIS)

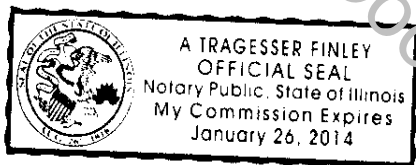
COUNTY OF COOK)

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Peter R. Wirtz**, personally known to me to be the President of Bismarck Enterprises, Inc., an Illinois corporation, a manager of Lincoln Square Partners, LLC, an Illinois limited liability company and personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as President of such manager of such limited liability company, on behalf of such corporation as his free and voluntary act and deed 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 9th day of June, 2016.

[Signature]
Notary Public



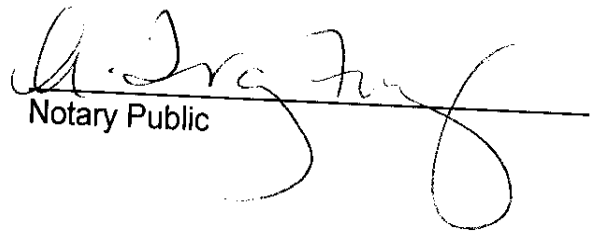
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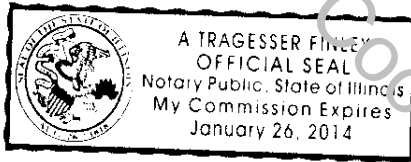
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Mark Timmerman** personally known to me to be a manager of Lincoln Square Partners, LLC, an Illinois limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as manager of such limited liability company, on behalf of such limited liability company as his free and voluntary act and deed 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 9th day of June, 2016.


Notary Public



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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Michael J. Krueger**, personally known to me to be the President of MJK Holdings, Inc., an Illinois corporation, a manager of Lincoln Square Partners, LLC, an Illinois limited liability company and personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as President of such manager of such limited liability company, on behalf of such corporation as his free and voluntary act and deed 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 4th day of June, 2016.

A. Tragger Finley
Notary Public



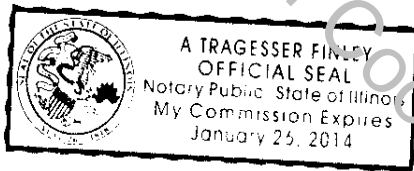
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Peter R. Wirtz**, personally known to me to be the President of Bismarck Enterprises, Inc., an Illinois corporation, and personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as President of such corporation, on behalf of such corporation as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of June, 2016.



[Handwritten Signature]

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF LAND

LOTS 1, 2 AND 3 IN JACOB LASKER'S RESUBDIVISION OF LOTS 110, 111, 112, 113, 114 AND 115 IN PARTITION BY CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THAT PART OF LOT 1 LYING NORTHEAST OF LINCOLN AVENUE IN PARTITION BY SUPERIOR COURT OF COOK COUNTY, ILLINOIS, OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Tax: 14 18 106 001 0000

Property Address: 4717-4725 N. Lincoln/2325 W. Giddings, Chicago, Illinois

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