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Doc#: 1626044105 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/16/2016 03:33 PM Pg: 1 of 6

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:

Patrick G. Moran, Esq.  
Dentons US LLP  
233 South Wacker Drive, Suite 5900  
Chicago, Illinois 60606-6404

**SECOND AMENDMENT AND MODIFICATION OF MORTGAGE,  
SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND  
FIXTURE FILING AND OF ASSIGNMENT OF LEASES AND RENTS  
(HARWOOD HEIGHTS)**

THIS SECOND AMENDMENT AND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING AND OF ASSIGNMENT OF LEASES AND RENTS (HARWOOD HEIGHTS) (this "Second Amendment") is made this 16th day of September, 2016, by and between I.M. PROPERTIES (ILLINOIS 8) LLC, a Delaware limited liability company ("Illinois 8"), having a mailing address of 77 West Wacker Drive, Suite 4025, Chicago, Illinois, 60601, and PNC BANK, NATIONAL ASSOCIATION, a national banking association ("Bank"), having a mailing address of One North Franklin Street, Suite 2150, Chicago, Illinois 60606.

**RECITALS:**

WHEREAS, Bank has agreed to make a term loan (the "Facility") to Illinois 8, I.M. Properties (Illinois 9) LLC, a Delaware limited liability company ("Illinois 9"), I.M. Properties (Illinois 7) LLC, a Delaware limited liability company ("Illinois 7"), I.M. Property Investments (USA) LLC, a Delaware limited liability ("Parent Borrower"), and each additional subsidiary of Parent Borrower admitted to the Facility as a Subsidiary Borrower (collectively, on a joint and several basis, the "Borrower"), and Illinois 8's obligation to repay such Facility was previously evidenced by that certain Revolving Credit Agreement dated as of September 23, 2013, as amended by that certain First Amendment to Revolving Credit Agreement dated as of March 7, 2014 and that certain Second Amendment to Revolving Credit Agreement dated as of December 30, 2014 (collectively, the "Initial Credit Agreement"), and will henceforth be evidenced by that certain Amended and Restated Credit Agreement dated as of September 16, 2016 (together with any amendments, modifications, extensions or renewals thereof, being referred to herein as the "Credit Agreement"), and that certain Third Amended and Restated Promissory Note (together with any amendments, modifications, extensions or renewals thereof, being referred to herein as the "Note") in the original principal amount of up to \$75,000,000.00 made payable by Borrower to the order of Bank and dated as of the date of this Second Amendment. Capitalized terms used and not defined herein shall have the meaning provided in the Credit Agreement. The Note is

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secured by, among other Collateral, that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated as of September 23, 2013, made by Illinois 8 for the benefit of the Bank covering certain real property (the "Property") described on Exhibit A attached hereto and made a part hereof, which was recorded with the Cook County, Illinois Recorder of Deeds on September 24, 2013 as Document No. 1326719053 (the "Initial Mortgage"), as amended by that certain Amendment and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing and of Assignment of Leases and Rents, dated as of December 30, 2014, which was recorded with the Cook County, Illinois Recorder of Deeds on December 31, 2014 as Document No. 1436516058 (the "Amendment"; together with the Initial Mortgage, the "Mortgage"), and that certain Assignment of Leases and Rents of even date with the Initial Mortgage made by Illinois 8 for the benefit of the Bank with respect to the Property which was recorded with the Cook County, Illinois Recorder of Deeds on September 24, 2013 as Document No. 1326719054 (the "Initial ALR"), as amended by the Amendment (collectively, the Initial ALR and the Amendment, the "Assignment of Leases").

**WHEREAS**, to reflect certain changes in the terms and conditions of the Facility, including but not limited to (i) an increase in the maximum principal amount of the Facility to \$75,000,000 and (ii) an extension of the Maturity Date of the Facility to September 22, 2021, Borrower and Bank are amending and restating the Initial Credit Agreement by entering into the Credit Agreement and Borrower is executing and delivering the Note in favor of Bank.

**WHEREAS**, the parties hereto desire to amend the Mortgage and Assignment of Leases to reflect, among other things, the increase in the maximum principal amount of the Facility and the extension of the Maturity Date of the Facility.

## AGREEMENTS

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals**. The foregoing Recitals are incorporated in this Second Amendment as if fully set forth therein. Any initially capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Credit Agreement, as herein defined.

2. **Definitions**. All references in the Mortgage and Assignment of Leases to the "Facility", the "Credit Agreement" and the "Note" shall now refer to each term as herein defined. The "Mortgage" shall mean the Mortgage, as modified by this Second Amendment. The "Assignment" shall mean the Assignment as modified by this Second Amendment. The "maturity date" of the Facility as used in the Mortgage and the Assignment of Leases shall mean September 22, 2021. All references in the Mortgage and Assignment of Leases to the "Borrower's Obligations" shall now refer to the following: any obligations arising under or with respect to the Facility, the Note, and the Credit Agreement, together with the Hedge Obligations, including without limitation any sums advanced by the Bank or which may otherwise become due pursuant to the provisions of the Note, the Credit Agreement, the Master Agreement, any Mortgage or any other Loan Document. The term "Master Agreement" means an ISDA Master Agreement or other similar agreement wherein one or more interest rate swap, cap, collar, option

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or other interest rate protection transaction, one or more foreign exchange transaction, including spots, forwards, options or other similar transactions providing for the purchase of one currency in exchange for the sale of another currency, total return swaps, commodity swaps, commodity options, and/or any other transaction that is similar to any of the transactions referred to above and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, debt securities or other debt instruments which the Borrower and the Bank have entered into, are entering into, or may enter into from time to time hereafter, the termination of which could produce payments owing to the Bank. The term "Hedge Obligations" means the obligations owed by the Borrower to the Bank under the Master Agreement. All references in the Mortgage and Assignment of Leases to the "Loan Documents" shall now refer to the following: the Credit Agreement, the Note, each Mortgage and Assignment of Leases and Rents executed by the applicable Subsidiary Borrower for the benefit of Bank with respect to each Collateral Pool Property, together with all amendments thereto, Uniform Commercial Code Financing Statements as required in the judgment of Bank to perfect all security interests granted by the Mortgages, the Guaranty, the Environmental Indemnity Agreement, the Subordination Agreement, the Collateral Assignment of Interest Rate Contract, and such other documents and instruments related to and as further security for the Loan as Bank may reasonably require, as the same may be amended, modified, restated or renewed from time to time.

3. Security. The lien of the Mortgage and the Assignment of Leases, as amended hereby, shall secure the payment of the Borrower's Obligations, as such term is herein defined.

4. Successors and Assigns. This Second Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

5. Full Force and Effect; Inconsistency. This Second Amendment does not create any new obligations and is not intended and shall not be construed to disturb, discharge, cancel, impair, distinguish or release any obligations evidenced by the Mortgage or the Assignment of Leases or any of the other Loan Documents. Except as set forth in this Second Amendment, the terms, covenants and agreements of the Mortgage and the Assignment of Leases shall remain unmodified and otherwise in full force and effect and are hereby ratified and confirmed. In the event of any inconsistency between the terms of the Mortgage or the Assignment of Leases and the terms of this Second Amendment, the terms of this Second Amendment shall control.

6. Counterparts. This Second Amendment may be executed in any number of identical counterparts, each of which for all purposes is to be deemed an original, but all of which constitute collectively one agreement.

7. Governing Law. This Second Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois.

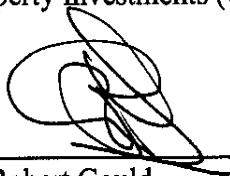
[Signature pages follow.]

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IN WITNESS WHEREOF, Illinois 8 and Bank have executed this Second Amendment as of the date first above written.

**I.M. PROPERTIES (ILLINOIS 8) LLC**, a  
Delaware limited liability company

By: I.M. Property Investments (USA) LLC, its  
member

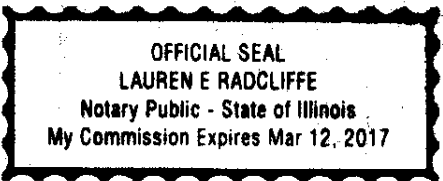


By: \_\_\_\_\_  
Name: Robert Gould  
Title: Vice President

STATE OF Illinois )  
   ) ss:  
COUNTY OF Cook                                   )

On this, the 13 day of September, 2016, before me, a Notary Public, the undersigned officer, personally appeared Robert Gould, who acknowledged himself to be a Vice President of I.M. PROPERTY INVESTMENTS (USA) LLC, a Member of I.M. Properties (Illinois 8) LLC, a Delaware limited liability company, and that he, as Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

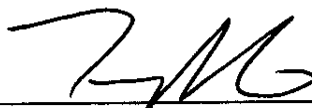


Lauren E. Radcliffe  
Notary Public

My commission expires: March 12, 2017

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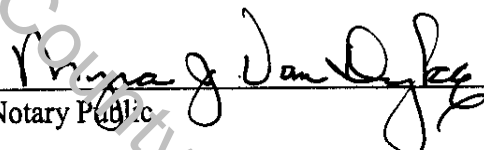
PNC BANK, NATIONAL ASSOCIATION

By:   
Name: Tracy S. Larrison  
Title: Senior Vice President

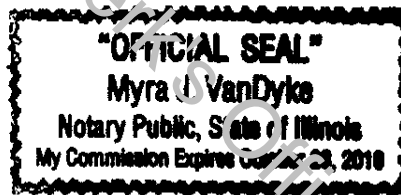
STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

I HEREBY CERTIFY that before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Tracy S. Larrison, the Senior Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association, party to the foregoing instrument, and that he/she executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of said national banking association.

Witness my hand, at office, this 5<sup>th</sup> day of September, 2016.

  
Notary Public

My commission expires: Oct 28, 2018



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 1 IN PLAT OF CONSOLIDATION FOR BRADFORD HARWOOD SUBDIVISION, IN PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 2013 AS DOCUMENT 1309139023, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF ACCESS AND PARKING EASEMENTS RECORDED FEBRUARY 1, 2008 AS DOCUMENT 0803205139 AND RE-RECORDED FEBRUARY 27, 2008 AS DOCUMENT 0805842084 FOR VEHICULAR PARKING ALONG, OVER, UPON AND ACROSS A PORTION OF LOT 9 IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, BEING A SUBDIVISION IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 16224802, IN COOK COUNTY, ILLINOIS DESIGNATED AS "PARKING EASEMENT AREA" ON EXHIBIT C ATTACHED THERETO, AND FOR PEDESTRIAN AND VEHICULAR ACCESS ALONG, OVER, UPON AND ACROSS A PORTION OF LOTS 9, 10, 11 AND 12 IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, AFORESAID, USED AS DRIVEWAY ENTRANCE ROAD TO WILSON AVENUE AND DESIGNATED AS "ACCESS EASEMENT AREA" ON EXHIBIT C ATTACHED THERETO.

PINS: 12-13-203-013-0000  
12-13-203-023-0000  
12-13-203-024-0000  
12-13-203-025-0000  
12-13-202-013-0000  
12-13-202-014-0000  
12-13-202-019-0000

ADDRESS: 7401 West Lawrence Avenue, Harwood Heights, Illinois