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Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 10/14/2016 09:47 AM Pg: 1 of 9

FIRST AMERICAN TITLE
ORDER# 704989 MB
M3

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Prepared by and after recording return to:

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Honigman Miller Schwartz and Co LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304
248.566.8554

**SECOND AMENDMENT TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

(TOUHY-RETAIL SPACE)

THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Second Amendment") is made as of September 20, 2016, but effective as of September 20, 2016, by **6000 TOUHY PARTNERS LLC**, an Illinois limited liability company having an address at 5629 West Cermak Road, Cicero, Illinois 60804 ("Mortgagor"), in favor of **BC29, LLC**, a Michigan limited liability company, having an office at 280 North Old Woodward Avenue, Suite 104, Birmingham, Michigan 48009 ("Lender").

PRELIMINARY STATEMENT

A. Lender and Mortgagor are parties to that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of June 19, 2015, and recorded June 23, 2015, as Document No. 1517444022, in the office of the Recorder of Deeds, Cook County, Illinois, as amended by that certain FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated effective as of August 26, 2015, and recorded September 28, 2015, as Document No. 1527115033, in the office of the Recorder of Deeds, Cook County, Illinois (as same may be amended, restated or modified from time to time, collectively, the "Mortgage"); and that certain Restructure Agreement of even date herewith ("Restructure Agreement").

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B. In order to induce Lender to enter into the Restructure Agreement, Lender has required that Mortgagor execute and deliver this Second Amendment.

C. This Second Amendment is being entered into in order to amend the Mortgage and secure the obligations of the Mortgagor and the Co-Borrowers (as hereinafter defined).

AGREEMENT

Accordingly, Mortgagor and Lender agree as follows:

1. The Mortgage is modified as follows:

- 1.1. Anything contained in the Mortgage to the contrary notwithstanding, any and all references to the Note shall now mean that certain Second Amended and Restated Term Note bearing an effective date of August 26, 2015, executed by Mortgagor and Co-Borrowers, as amended by the Restructure Agreement in favor of Lender and all extensions, renewals, modifications, substitutions or replacements (collectively, the "Note"), in which Note among other things the principal amount has increased from \$18,855,320.00 to \$20,080,915.00, with a maturity date of September 11, 2017, or the date of acceleration, whichever is the earlier to occur.
- 1.2. Anything contained in the Mortgage to the contrary notwithstanding, any and all references in the Mortgage to the term "Loan Agreement" shall be read to mean that certain First Amended and Restated Loan Agreement dated effective as of August 26, 2015, as amended by the Restructure Agreement of even date herewith, and any and all extensions, renewals, modifications, substitutions or replacements thereof.
- 1.3. Anything contained in the Mortgage to the contrary notwithstanding, any and all references in the Mortgage to the term "indebtedness" shall now mean the following:
 1. Payment of Twenty Million Eighty Thousand Nine Hundred Fifteen and 00/100 (\$20,080,915.00) Dollars, together with interest, costs and all other sums payable on that amount, to be paid according to the Second Amended and Restated Term Note with an effective date of August 26, 2015, as amended by the Restructure Agreement of even date herewith made by Mortgagor and 111 Busse Partners LLC, an Illinois limited liability company, Envestr Capital LLC, an Illinois limited liability company, RMWM Investors LLC, a Delaware limited liability company, SJI Partners LLC, an Illinois limited liability company, and 5629 Cermak LLC, an Illinois limited liability company (the "Co-Borrower(s)"), payable to Lender and all extensions, renewals, modifications, substitutions or replacements (collectively, the "Note") and the First Amended and Restated Loan Agreement dated effective as of August 26, 2015, as amended by that certain Restructure Agreement of even date made by and among Mortgagor, Co-Borrowers and Lender and all amendments, modifications, renewals, substitutions or replacements thereof (collectively, the "Loan Agreement") and any other note(s), guaranty(ies), loan agreement(s), indemnity agreement(s) or other

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evidence(s) of indebtedness to Lender made as of the date of this Mortgage by the Mortgagor and/or any Co-Borrower and any and all extensions, renewals, modifications, substitutions or replacements thereof. This reference to a particular dollar amount does not in any way limit the dollar amount secured by this Mortgage.

- II. The payment of any and all amounts of any kind now owing or later to become due to the Lender from the Mortgagor and/or any Co-Borrower during the term of this Mortgage, however created or arising, whether under the obligations specified above or under any other existing or future instrument or agreement between the Mortgagor and/or any Co-Borrower and the Lender, or otherwise, and whether direct, indirect, primary, secondary, fixed, contingent, joint or several, due or to become due, together with interest, costs and all other sums on that amount and including, without limit, all present and future indebtedness or obligations of third parties to the Lender which is guaranteed by the Mortgagor and/or any Co-Borrower, and the present or future indebtedness originally owing by the Mortgagor and/or any Co-Borrower, to third parties and assigned by third parties to the Lender, and any and all renewals, extensions, modifications, substitutions or replacements of any of them.
- III. The performance of the covenants and obligations of Mortgagor and/or any Co-Borrower due or to become due to the Lender, including, without limit, those due under this Mortgage, and the repayment of all sums expended by the Lender in connection with performance of those covenants and obligations and the enforcement of this Mortgage.
- IV. This Mortgage secures the payment of the entire Indebtedness secured hereby; provided, however, that the total amount secured by this Mortgage (excluding interest, costs, expenses, charges, fees, protective advances and indemnification obligations, all of any type or nature) shall not exceed an amount equal to 200% of the face amount of the Note(s).
- 1.4. Anything contained in the Mortgage to the contrary notwithstanding, any and all references in the Mortgage to the term "Co-Borrower(s)" shall mean Envestr Capital LLC, an Illinois limited liability company, RMWM Investors LLC, a Delaware limited liability company, SJI Partners LLC, an Illinois limited liability company, 5629 Cermak LLC, an Illinois limited liability company, and 111 Busse Partners, LLC, an Illinois limited liability company.
- 1.5. If Mortgagor and/or any Co-Borrower fails to perform any obligations under this Mortgage as amended or any Loan Documents (as defined in the Loan Agreement) or if any action or proceeding is commenced which purports to affect the Mortgaged Property or any Collateral including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of environmental laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender, in Lender's discretion, may make such appearances, file such documents, disburse such sums and take such actions as Lender deems necessary to perform such obligations to protect Lender's interest. Any such amounts disbursed by Lender under this section will be secured by the

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Mortgage, will be added to, and become part of, the principal component of the Indebtedness, will be immediately due and payable and will bear interest from the date of disbursement until paid at the default rate set forth in the Note. Nothing herein will require Lender to incur any expense or take any action.

2. Mortgagor represents and agrees that:

2.1. Except as expressly modified in this Second Amendment or otherwise disclosed in writing to Lender, the representations, warranties, and covenants set forth in the Mortgage and in each related document, agreement, and instrument remain true and correct, continue to be satisfied in all respects, and are legal, valid and binding obligations with the same force and effect as if entirely restated in this Second Amendment.

2.2. When executed, this Second Amendment will be a duly authorized, legal, valid, and binding obligation of Mortgagor enforceable in accordance with its terms. The Mortgage, as modified by this Second Amendment, are ratified and confirmed and shall remain in full force and effect.

2.3. Execution of this Second Amendment does not waive any default.

3. Except as specifically provided in this Second Amendment, the terms and provisions of the Mortgage remain unchanged, and this Second Amendment shall not impair the rights, remedies, and security given in and by the Mortgage. The terms of this Second Amendment shall control any conflict between its terms and those of the Mortgage. In this Second Amendment, capitalized terms used without definition have the meanings given them in the Mortgage unless such definition conflicts with the Loan Agreement, in which case, the Loan Agreement shall control.

4. Lender is authorized to file this Second Amendment for recording in the public records and to place a notation on the Mortgage that it has been modified by this Second Amendment.

5. Mortgagor shall pay Lender for all costs and expenses incurred in the preparation, execution, recording and enforcement of this Second Amendment, including, but limited to increases in title insurance coverage as Lender shall deem necessary and appropriate. Mortgagor waives any claims it may have against Lender arising out of or related to the Mortgage through the date of execution of this Second Amendment.

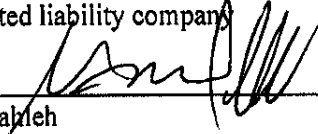
[SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be signed by its duly authorized representatives as of the date first above written.

MORTGAGOR:

6000 TOUHY PARTNERS LLC,
an Illinois limited liability company

By:  _____
Gus Dakleh

Its: Manager

LENDER:

BC29, LLC,
a Michigan limited liability company

By: _____

Its: Authorized Agent

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be signed by its duly authorized representatives as of the date first above written.

MORTGAGOR:

6000 TOUHY PARTNERS LLC,
an Illinois limited liability company

By: _____
Gus Dahleh
Its: Manager

LENDER:

BC29, LLC,
a Michigan limited liability company

By: _____
JASON JARJOSA
Its: Authorized Agent

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STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2016, by Gus Dahleh, the Manager of 6000 TOUHY PARTNERS LLC, an Illinois limited liability company, who 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2016.

[SEAL]

Notary Public

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

This instrument was acknowledged before me on September 15, 2016, by Jason Kagosa, the Authorized Agent of BC29, LLC, a Michigan limited liability company who 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of September, 2016.

[SEAL]

Erin Bourdic

Notary Public

ERIN BOURDIC
Notary Public, State of Michigan
County of Macomb
My Commission Expires 10-12-2020
Acting in the County of Oakland

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EXHIBIT A

LEGAL DESCRIPTION

RETAIL PROPERTY:

Parcel 1: Lot 32 in Valenti's Edgebrook Gardens, being a subdivision of part of Victoria Pothier Reservation and part of the East Half of the Southwest Quarter of Section 29, Town 41 North, Range 13, East of the Principal Meridian in Cook County, Illinois.

Parcel 2: A non-exclusive easement for the benefit of Parcel 1 as created by access easement agreement dated October 2003 and recorded March 23, 2004 as document 0408345018 from Centerpoint Properties Trust, a Maryland real estate investment trust to Harris Trust and Savings Bank as Trustee under Trust Agreement dated February 4, 2003 and known as Trust Number HTB 1276 for the purpose of access for vehicular and pedestrian ingress and egress, commencing July 1, 2004 over the following described land:

The Westerly 35 feet of the Southerly 300 feet of the following:

Lot 12 (except that part lying Easterly of the Westerly line of Lehigh Avenue, being a line 50 feet Westerly of and parallel with the Westerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad) and Lot 13 (except that part thereof lying South of the North line of the South 340 feet thereof and East of a line 35 feet East of and parallel with the West line of said Lot 13) all in Charles McDonnell's Subdivision of the Southeast Quarter of fractional Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, and also except that part of said Lots 12 and 13 bounded and described as follows: Commencing at a point in the East line of said Lot 13 which is 340 feet North of the South East corner of said Lot 13; thence running South 39 degrees 11 minutes 45 seconds West on the North line of said South 340 feet of Lot 13 a distance of 254.65 feet; thence North parallel with the East line of said Lot 13, a distance of 499.37 feet; thence South 90 degrees East 228.89 feet to a point of intersection with the Westerly line of said Lehigh Avenue; thence South 22 degrees 07 minutes 30 seconds East on said Westerly line 68.33 feet to its point of intersection with the East line of said Lot 13; thence South on said East line 432.50 feet to the place of beginning, in Cook County, Illinois.

The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness: 6000 W. Touhy Ave., Chicago, IL; 10-29-306-035-0000.