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THIS INSTRUMENT PREPARED BY

Alexander Wright Ashen | Faulkner 217 N. Jefferson St., Ste 601 Chicago, Illinois 60661

AND AFTER RECORDING MAIL TO:

Medford R. J. Estate Fund I LLC 3223 Lake Av., Suite 15C, Wilmette, IL (0091



Doc# 1629356045 Fee \$42.00 RHSP Fee:\$9.00RPRF Fee \$1.00 Karen A. Yarbrough Cook County Recorder of Deeds

Date: 10/19/2016 10:56 AM Pg: 1 of 3

FOR RECORDERS USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") is made as of this ___ day of October 2016, by 4249 N. Ridgeway Ave., LLC ("Mortgagor") to Medford Real Estate Fund I LLC (together with its successor and assigns), including each and every holder of the Note (the "Lender").

MORTGAGE. Mortgagor and Lender entered into a Mortgage dated August 26, 2015, which was recorded with the Cook County Recorder of Deeds on October 2, 2015 as document number 1527508004 in the amount of \$302,400.00 ("Mortgage").

REAL PROPERTY DESCRIPTION. The Mortgage relates to the following described commercial property in Cook County, State of Illinois:

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT A

Commonly known as:

4249 N. Ridgeway Ave., Chicago, II 60618-2024

Permanent Index Number:

13-14-314-004-0000

MODIFICATION. Lender and Borrower hereby modify the Mortgage as follows:

- A. AMOUNT SECURED. The amount secured by the Mortgage shall be increased to an amount not to exceed \$664,800.00, plus additional interest, fees and costs as they continue to accrue.
- B. CAPITALIZED TERMS. Unless otherwise defined herein, all capitalized terms in this Modification shall have the respective meanings ascribed to them in the Mortgage.
- C. NO DEFENSES. Mortgagor hereby acknowledges that as of the date hereof, Mortgagor has no defenses, offset or counterclaim with respect to the payment of any sum owed to Lender, or with respect to any covenant in the Mortgage.

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- Mortgagor hereby reaffirms each and every one of its D. REAFFIRMATION. representations, warranties, covenants, conditions and obligations set forth in the Mortgage, as modified hereby.
- E. TERMS REMAIN. Except as otherwise set forth herein, the Mortgage remains unmodified and shall continue in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance under the Mortgage nor obligate the Lender to make any further modifications. Nothing in this Modification shall constitute a satisfaction of the Mortgage. It is the intention of the Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the other loan documents, unless the par y is expressly released by the lender in writing.
- F. PAYMENT OF FEES. Mortgagor hereby agrees to pay or cause to be paid to Lender all reasonable fees and expenses of Lender relating to this Modification and the transactions contemplated herein, including, without limitation, reasonable fees and expense of Lender's counsel, recording charges, escrow charges, title charges and related expenses.
- NO PREJUDICE. This Modification shall not prejudice any rights or remedies of G. Lender under the Mortgag ¿.
- COUNTERPARTS. This Modification may be executed in counterparts, and all such Η. counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Modification to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal of menforceable portion had never been a part of the loan documents.

Jage Office IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage all on and as of the day, month and year first above written.

4249 N. Ridgeway Ave., LLC Chris Norton, Manager

STATE OF ILLINOIS) ss. COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Chris Norton as Manager of 4249 N. Ridgeway Ave., LLC appeared before me this day and acknowledge that he executed the foregoing Modification as his free and voluntary act of the Company and for the uses and purposes therein set forth.

Given ander my hand and official seal, this **[**] day of October 2016



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EXHIBIT A

LOT 5 AND THE SOUTH 1/2 OF LOT 4 IN BLOCK 11 IN WALKER'S SUBDIVISION OF BLOCKS 1 TO 31, INCLUSIVE OF W.B. WALKER'S ADDITION TO CHICAGO, IN SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-14-314-004-0000

Property of Cook County Clark's Office

Exhibit A 1510503IL