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1630013000

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/26/2016 09:04 AM PG: 1 OF 6

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

by and between

CHICAGO WEST HARRISON LLC,
an Illinois Limited liability company

and

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

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**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN,
THE MAXIMUM PRINCIPAL AMOUNT SECURED HEREBY IS \$536,000.00**

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

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND FIXTURE FILING (“Amendment”) is made as of this 3rd day of October, 2016, by and between CHICAGO WEST HARRISON LLC, an Illinois limited liability company (“Mortgagor”), and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (“Mortgagee”).

RECITALS

R1. The Mortgagee made available to the Mortgagor a term loan in the original principal amount of \$536,000.00 (the “Mortgage Loan”) evidenced by, among other things, a Promissory Note of even amount dated July 31, 2012 and payable by the Mortgagor to the order of the Mortgagee (as the same may from time to time be further amended, restated, supplemented, or otherwise modified through the date hereof, the “Mortgage Note”).

R2. To secure repayment of the Mortgage Note, the Mortgagor executed and delivered a Mortgage, Security Agreement, Assignment of Leases and Fixture Filing dated July 31, 2012, recorded with the Cook County Recorder of Deeds on October 9, 2012 as Doc. No. 1228322004 (the “Mortgage”) and encumbering the property located in the State of Illinois that is described in the Mortgage (the “Mortgaged Property”).

R3. Pursuant to a Master Loan Modification and Waiver Agreement of even date herewith (the “Modification Agreement”) the Mortgagor has executed and delivered to the Mortgagee certain Guaranty Agreements by which the Mortgagor guarantees the following loans from the Mortgagee to affiliates of the Mortgagor (collectively, the “Guaranteed Loans”):

A. A term loan to 13573 Larwin Circle LLC, a California limited liability company, evidenced by a Promissory Note dated July 30, 2015 in the original principal amount of \$1,635,783.00 payable by 13573 Larwin Circle LLC to the order of the Mortgagee;

B. A term loan to 10498 Colonel Court LLC, a Virginia limited liability company, evidenced by a Promissory Note dated October 11, 2012 in the original principal amount of \$391,400.00 payable by 10498 Colonel Court LLC to the order of the Mortgagee;

C. A term loan to 10498 Colonel Court LLC, a Virginia limited liability company, evidenced by a Promissory Note dated October 11, 2012 in the original principal amount of \$301,560.00 payable by 10498 Colonel Court LLC to the order of the Mortgagee;

D. A term loan to 9524 Hebron Commerce LLC, a North Carolina limited liability company, evidenced by a Promissory Note dated January 7, 2015 in the original

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principal amount of \$400,000.00 payable by 9524 Hebron Commerce LLC to the order of the Mortgagee;

E. A term loan to 3120 W Kennedy Boulevard LLC, a Florida limited liability company, evidenced by a Promissory Note dated March 19, 2013 in the original principal amount of \$684,000.00 payable by 3120 W Kennedy Boulevard LLC to the order of the Mortgagee;

F. A term loan to 38 South, LLC, a Maryland limited liability company, evidenced by a Promissory Note dated July 11, 2013 in the original principal amount of \$430,400.00 payable by 38 South, LLC to the order of the Mortgagee;

G. A term loan to Atlanta West Peachtree LLC, a Georgia limited liability company, evidenced by a Promissory Note dated November 2, 2012 in the original principal amount of \$616,000.00 payable by Atlanta West Peachtree LLC to the order of the Mortgagee; and

H. A term loan to Irvine Red Hill LLC, a California limited liability company, evidenced by a Promissory Note dated November 2, 2012 in the original principal amount of \$677,858.65 payable by Irvine Red Hill LLC to the order of the Mortgagee.

R4. Pursuant to the Modification Agreement, the Mortgagor has also agreed to execute and deliver to the Mortgagee this Amendment in order to secure repayment of the Guaranteed Loans with the Mortgaged Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Mortgagor hereby mortgages, grants, assigns, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the Mortgaged Property for the purpose of securing the Guaranteed Loans. Accordingly, the definition of "Indebtedness" set forth in the Mortgage is amended to include (in addition to those items presently enumerated) all present and future indebtedness, liabilities and obligations of any kind and nature whatsoever relating to the Guaranteed Loans.

2. In all other respects, the Mortgage continues in full force and effect.

3. Each and every term and provision of this Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

4. This Amendment does not constitute a novation of any indebtedness.

5. The Mortgagor shall execute and deliver to the Mortgagee such other documents and instruments and to take such other actions as the Mortgagee may reasonably request from time to time in order to more effectuate the purpose of this Amendment.

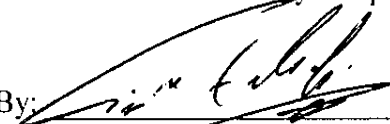
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IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of the day and year first above written.


WITNESS:

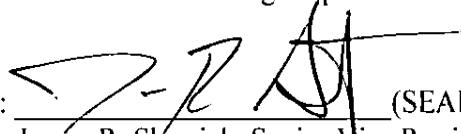
CHICAGO WEST HARRISON, LLC,
an Illinois limited liability company



By:  (SEAL)
Seyed Mehdi Falsafi, Manager

BRANCH BANKING AND TRUST COMPANY,
a North Carolina Banking corporation



By:  (SEAL)
James R. Sherrick, Senior Vice President

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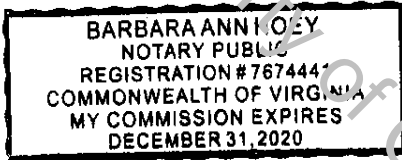
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NOTARY ACKNOWLEDGEMENTS

STATE/Commonwealth of Virginia
CITY/COUNTY OF Fairfax to-wit:

I HEREBY CERTIFY that on this 3 day of October, 2016, before me, the undersigned Notary Public of the aforesaid jurisdiction, personally appeared Seyed Mehdi Falsafi, who acknowledged himself to be the Manager of Chicago West Harrison LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Chicago West Harrison LLC, by himself as such officer.

Given under my hand and official seal this 3 day of October, 2016.



[Signature]
Notary Public

My Commission Expires: Dec 31 2020
Notary Registration No.: 7674441

STATE/Commonwealth of Maryland
CITY/COUNTY OF Montgomery to-wit:

I HEREBY CERTIFY that on this 3rd day of October, 2016, before me, the undersigned Notary Public of the State of Maryland, personally appeared James R. Sherrick, who acknowledged himself to be a Senior Vice President of Branch Banking and Trust Company, a North Carolina banking corporation and the beneficiary of the foregoing Amendment, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Branch Banking and Trust Company, by himself as such officer.

Given under my hand and official seal this 3rd day of October, 2016.

[Signature]
Notary Public

My Commission Expires: 7/5/18
Notary Registration No.: N/A

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EXHIBIT A TO AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND FIXTURE FILING

Legal Description of Property

UNIT NO. C-101, IN MARKET SQUARE LOFTS CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF LOTS 2, 8, 11 AND 14 IN BLOCK 101, IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED APRIL 1, 1997, AS DOCUMENT NO. 97225742, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 161 West Harrison Street, Unit C101, Chicago, IL 60602

P.I.N.: 17-16-402-048-1001

Property of Cook County Clerk's Office