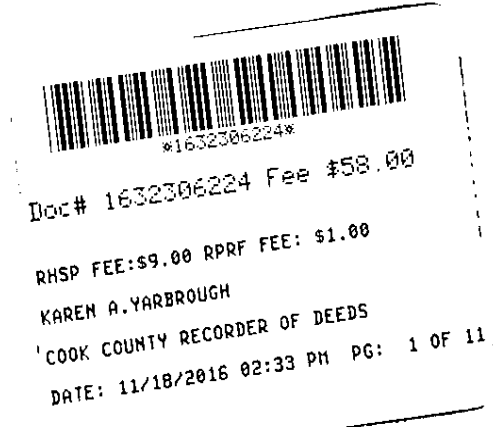


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Prepared by, recording requested by & when recorded, please return to:
Dee Ott, Recording Clerk
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
800-487-7483



Doc 1 of 2 SBA Properties

Cook County, Illinois

AMENDMENT TO AMENDED AND RESTATED MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS

from

SBA PROPERTIES, LLC, Mortgagor

to

DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee, Mortgagee

DATED AS OF July 7, 2016

THIS INSTRUMENT IS TO BE INDEXED AS BOTH A MORTGAGE AND AS A FIXTURE FILING FILED AS A FINANCING STATEMENT

Prepared by, recording requested by, and when recorded, please return to:
Dee Ott, Recording Clerk
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
800-487-7483

Property Address: IL01597-B 5215 Keeler Rd Chicago IL 60632-4207

Permanent Real Estate Index Number(s): PIN: IL01597-B 19104080040000

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AMENDMENT TO AMENDED AND RESTATED MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS, AS AMENDED

THIS AMENDMENT TO AMENDED AND RESTATED MORTGAGE FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS, AS AMENDED (this "**Amendment**"), dated as of July 7, 2016 is made by and between SBA PROPERTIES, LLC, a Delaware limited liability company ("**Mortgagor**"), whose address is 8051 Congress Avenue, Boca Raton, Florida 33487, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee, as lender under the Loan Agreement referred to below (in such capacity, "**Mortgagee**", which term shall be deemed to include successors and assigns), whose address is 60 Wall Street, New York, New York 10005. Attn: TSS-Alternative and Structured Finance Services.

PRELIMINARY STATEMENT

A. The Mortgagor, the Mortgagee (as successor trustee to LaSalle Bank National Association) and others entered into that certain Amended and Restated Loan and Security Agreement, dated as of November 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Existing Loan Agreement**"), among Mortgagor, as borrower, any additional borrower or borrowers party thereto, and Mortgagee, as lender.

B. The Mortgagor, Midland Loan Services, a division of PNC Bank, as servicer on behalf of the Mortgagee (the "**Servicer**") and the others party heretofore entered into that certain Second Amended and Restated Loan and Security Agreement dated as of October 15, 2014 (as amended, the "**Amendment and Restatement**"; the Existing Loan Agreement, as amended and restated by the Amendment and Restatement, the "**Loan Agreement**"), which among other things, amended the Existing Loan Agreement to increase the amount of the loans made pursuant thereto.

C. The Mortgagor, the Servicer and the others party thereto entered into that certain Second Loan and Security Agreement Supplement and Amendment dated as July 7, 2016 (the "**Supplement**"), which among other things, amended the Loan Agreement to increase the amount of the loans made pursuant thereto.

D. In fulfillment of certain conditions to the issuances of credit described in the Loan Agreement and to secure, among other things, Mortgagor's obligations under the Loan Agreement, Mortgagee is the holder of the Mortgage more particularly described on Schedule I attached hereto (as amended as described on Schedule I, the "**Existing Mortgage**") which encumbers the fee simple estate(s), leasehold estate(s), easement estate(s) and/or other estate(s) in the real property described therein.

E. Subsequent to executing and delivering the Existing Mortgage, the Mortgagor acquired one or more additional estates in the real property described in the Existing Mortgage.

F. Mortgagor and Mortgagee now desire to (i) amend the Existing Mortgage as hereinafter set forth, (ii) acknowledge and confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment, and (iii) acknowledge that Mortgagor's obligations and the Liens and security interests created under the

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Existing Mortgage continue in full force and effect, unimpaired and undischarged. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement or in the Existing Mortgage, as applicable.

1. In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

2. The Existing Mortgages are hereby amended to maximum amount secured by the Existing Mortgages to NINE BILLION THREE HUNDRED SIXTY MILLION DOLLARS (\$9,360,000,000).”

3. Schedule A of the Existing Mortgage is amended to include the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto and all references wherever contained in the Existing Mortgage to “Owned Land” shall be deemed to include such parcel(s) of real property, if any. Schedule B-1 of the Existing Mortgage is amended to include the agreement(s) described on Schedule B-1 attached hereto and all references wherever contained in the Existing Mortgage to “Mortgaged Lease” shall be deemed to include such agreement(s), if any. Schedule B-2 of the Existing Mortgage is amended to include the parcel(s) of real property, if any, described on Schedule B-2 attached hereto and all references wherever contained in the Existing Mortgage to “Leased Land” in the Existing Mortgage shall be deemed to include such parcel(s) of real property, if any. By making, executing and delivering this instrument, Mortgagor specifically intends that merger of title shall not occur with respect to any estate held by Mortgagor in the parcels of real property, whether fee simple or under the Mortgaged Lease or otherwise, and that each interest shall remain separate and distinct notwithstanding the making, execution and delivery of this instrument.

4. All references in the Existing Mortgage to the defined term “Mortgage” shall be deemed to mean and refer to the Existing Mortgage as the same may have previously been amended and as amended by this Amendment, and as the same may be further amended, supplemented, restated or otherwise modified from time to time. The parties hereby give notice that the Loan Agreement has been amended pursuant to the Supplement. Whenever referred to in the Existing Mortgage, “Loan Agreement” shall mean the Loan Agreement referred to in the Mortgage, as amended by the Supplement, and as the same may be further amended, restated, replaced, substituted, supplemented or otherwise modified from time to time.

5. Mortgagor and Mortgagee expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Mortgagor and Mortgagee hereby ratify, confirm and agree that the Loan Documents to which Mortgagor is a party and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Mortgagee’s benefit thereunder, including, without limitation, the lien created by the Existing Mortgage, as amended by this Amendment, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

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6. Mortgagor and Mortgagee acknowledge and agree that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor's or Mortgagee's duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Mortgagor's and Mortgagee's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents; or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Existing Mortgage, as amended hereby or any or all of the other Loan Documents, except as provided therein.

7. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereon were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

9. This Amendment and the Loan Documents represent the entire agreement of the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party relative to the subject matter hereof not expressly set forth or referred to herein or therein.

10. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.


12. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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This Amendment has been duly executed by the parties hereto as of the date first set forth above.

SBA PROPERTIES, LLC
a Delaware limited liability company


By: 
Name: Larry Harris
Title: Vice President

STATE OF FLORIDA)
: ss.:)
COUNTY OF PALM BEACH)

ACKNOWLEDGMENT

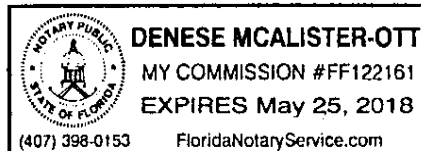
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry Harris, whose name as Vice President of SBA PROPERTIES, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this the 7 day of July, 2016.


Notary Public

(SEAL)

My Commission Expires: _____



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SCHEDULE I Security Instruments

The following Security Instruments are recorded in all public records of

County: Cook
State: IL
Site Code: IL01597-B

A. Mortgage, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/Mortgagor: SBA Properties, LLC
Grantee/Trustee/Mortgagee: General Electric Capital Corporation
Dated: June 30, 2003
Recording Information: 7/23/2003 176019

B. Assignment of Mortgage, Fixture Filing and Assignment of Leases and Rents

Assignor: General Electric Capital Corporation
Assignee: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Information: Doc #0408512045 3/25/04

C. Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/ Mortgageor: SBA Properties, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Information: Doc #0408512046 3/25/04

D. Assignment of Mortgage, Fixture Filing and Assignment of Leases and Rents

Assignor: Lehman Commercial Paper, Inc.
Assignee: SBA CMBS-1 Depositor LLC
Dated: November 18, 2005
Recording Information: 04/12/06, Doc#0610231078

E. Amended and Restated Mortgage, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/ Mortgageor: SBA Properties, LLC
Grantee/Trustee/Beneficiary/Mortgagee: SBA CMBS-1 Depositor LLC
Dated: November 18, 2005
Recording Information: 04/12/06, Doc#0610231076

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F. Assignment of Amended and Restated Mortgage, Fixture Filing and Assignment of Leases and Rents

Assignor: SBA CMBS-1 Depositor LLC
Assignee: LaSalle Bank National Association
Dated: November 18, 2005
Recording Information: 04/12/06, Doc#0610231077

G. First Amendment to Amended and Restated Mortgage, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/ Mortgagor: SBA Properties, LLC
Grantee/Trustee/Beneficiary/Mortgagee: LaSalle Bank National Association
Date: November 6, 2006
Recording Information: 3/1/2012, Doc #1206119000

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Schedule B-2

Leasehold Interest

Premises – As Surveyed by Paul N. Marchese, Order #96-13409 B, Dtd Aug 4, 1999, Pin No. = 19-10-408-004, Ordered by Mr. Jamie Lahr for SBA Towers, Inc., per Plat drawn.

Premises situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 2,472 sq.ft. premises over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, North 63°09'14" East, a distance of 260.02 feet to the place of beginning.

Thence, North 63°09'14" East, a distance of 88.32 feet;

Thence, South 44°40'22" East, a distance of 17.03 feet;

Thence, Southwesterly 49.36 feet along the arc of a 303.00 foot radius curve to the left, through a central angle of 09°20'05" and having a chord bearing South 35°55'29" West, and having a chord distance of 49.31 feet;

Thence, South 89°53'22" West, a distance of 61.65 feet;

Thence, North 00°52'28" West, a distance of 12.28 feet to the place of beginning. Said premises encumbering 2,472 square feet (0.0567 acres), more or less.

UTILITY EASEMENT -AS SURVEYED by Paul N. Marchese, Order #96-13409 B, Aug 4, 1999, Pin No. = 19-10-408-004, per Plat drawn by same (Paul N. Marchese).

An easement situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 1,940 sq.ft. utility easement over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, North 63°09'14" East, a distance of 260.02 feet to the place of beginning.

Thence, South 00°52'28" East, a distance of 12.28 feet;

Thence, South 58°07'44" West, a distance of 76.88 feet;

Thence, South 64°56'13" West, a distance of 112.51 feet;

Thence, North 25°03'47" West, a distance of 10.00 feet;

Thence, North 64°56'13" East, a distance of 111.89 feet;

Thence, North 57°46'10" East, a distance of 82.64 feet to the place of beginning. Said easement encumbering 1,940 square feet (0.0446 acres), more or less.

ACCESS EASEMENT - AS SURVEYED by Paul N. Marchese, Order #96-13409 B, Aug 4, 1999, Pin No. = 19-10-408-004, per Plat drawn by same.

An easement situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 6,750 sq.ft. access easement over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, South 00°15'34" East, a distance of 59.20 feet to the place of beginning.

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Schedule B-2 Cont'd

Thence, North 89°44'03" East, a distance of 138.04 feet;
 Thence, South 78°21'44" East, a distance of 46.06 feet;
 Thence, North 89°44'03" East, a distance of 50.00 feet;
 Thence, North 59°38'14" East, a distance of 21.44 feet;
 Thence, Northeasterly 167.55 feet along the arc of a 472.38 foot radius curve to the left, through a central angle of 20°19'19" and having a chord bearing North 15°36'08" East, and having a chord distance of 166.67 feet;
 Thence, North 62°23'10" West, a distance of 3.29 feet;
 Thence, Northeasterly 17.06 feet along the arc of a 303.00 foot radius curve to the left, through a central angle of 03°13'31" and having a chord bearing North 32°52'12" East, and having a chord distance of 17.05 feet;
 Thence, South 5°31'00" East, a distance of 16.60 feet;
 Thence, Southeasterly 184.37 feet along the arc of a 457.38 foot radius curve to the right, through a central angle of 23°05'43" and having a chord bearing South 16°02'01" West, and having a chord distance of 183.12 feet;
 Thence, South 59°23'14" West, a distance of 33.23 feet;
 Thence, South 89°44'03" West, a distance of 55.60 feet;
 Thence, North 77°56'50" West, a distance of 44.53 feet;
 Thence, South 89°44'03" West, a distance of 138.04 feet;
 Thence, North 00°15'34" West, a distance of 15.00 feet to the place of beginning. Said easement encumbering 6,750 square feet (0.1550 acres), more or less.

Exclusive Easement – As Surveyed by Paul N. Marchese, Order # 96-13409 B, Dtd Aug 4, 1999, Pin No. = 19-10-408-004, per Plat drawn by same.

Premises situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 2,472 sq.ft. lease-premises over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, North 63°09'14" East, a distance of 260.02 feet to the place of beginning.

Thence, North 63°09'14" East, a distance of 88.32 feet;
 Thence, South 44°40'22" East, a distance of 17.03 feet;
 Thence, Southwesterly 49.36 feet along the arc of a 303.00 foot radius curve to the left, through a central angle of 09°20'05" and having a chord bearing South 35°55'29" West, and having a chord distance of 49.31 feet;
 Thence, South 89°53'22" West, a distance of 61.65 feet;
 Thence, North 00°52'28" West, a distance of 12.28 feet to the place of beginning. Said lease-premises encumbering 2,472 square feet (0.0567 acres), more or less.

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Schedule B-2 Cont'd

Access and Utility Easement

UTILITY EASEMENT -AS SURVEYED by Paul N. Marchese, Order #96-13409 B, Aug 4, 1999, Pin No. = 19-10-408-004, per Plat drawn by same.

An easement situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 1,940 sq.ft. utility easement over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the intersection of the eastern right-of-way line of South Keller Avenue and the southern right-of-way line of the rail road, said point also being the northwesterly corner of the subject parcel; Thence, North 63°09'14" East, a distance of 260.02 feet to the place of beginning.

Thence, South 00°52'28" East, a distance of 12.28 feet;
Thence, South 58°07'44" West, a distance of 76.88 feet;
Thence, South 64°56'13" West, a distance of 112.51 feet;
Thence, North 25°03'47" West, a distance of 10.00 feet;
Thence, North 64°56'13" East, a distance of 111.89 feet;
Thence, North 57°46'10" East, a distance of 82.64 feet to the place of beginning. Said easement encumbering 1,940 square feet (0.0446 acres), more or less.

ACCESS EASEMENT - AS SURVEYED by Paul N. Marchese, Order #96-13409 B, Aug 1999, Pin No. = 19-10-408-004, per Plat drawn by same.

An easement situated in the City of Chicago, County of Cook, State of Illinois, lying within Section 10 Township 38 North Range 13 East and known as being a 6,750 sq.ft. access easement over and upon the lands described in deed to William Yuenger by Document Number 556153 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

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Thence, North 89°44'03" East, a distance of 138.04 feet;
Thence, South 78°21'44" East, a distance of 46.06 feet;
Thence, North 89°44'03" East, a distance of 50.00 feet;
Thence, North 59°38'14" East, a distance of 21.44 feet;

Address: 5215 Keller Rd.
Chicago IL 60632-4627

IL01597-B/Midway Airport

Parcel 19-10-408-004-0000