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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/21/2016 03:47 PM PG: 1 OF 6

Stephen M. Alderman, Esq.
GARFIELD & MEREL, LTD.
TWO PRUDENTIAL PLAZA, 180 N. STETSON
SUITE 1300
CHICAGO, IL 60601

First American Title
Order # 26115001

**FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES-EDGEWATER**

This First Modification of Mortgage and Security Agreement and Assignment of Rents and Leases-Edgewater dated as of October 15, 2016 is entered into by and between Edgewater Square II, LLC, an Illinois limited liability company (the "Borrower"), and Talmer Bank and Trust (the "Bank").

RECITALS:

WHEREAS, Bank is the holder of two Promissory Notes dated April 15, 2015 in the original principal amounts of \$3,500,000 and \$4,500,000 respectively (individually and collectively the "Note") which Note was issued in connection with a Construction Loan Agreement between Borrower and Bank dated April 15, 2015 ("Loan Agreement"); and

WHEREAS, the Note and Loan Agreement are secured by, among other things, the following "Loan Documents" executed by Borrower:

- A. Mortgage and Security Agreement ("Mortgage") dated April 15, 2015 and recorded with the Cook County Recorder April 21, 2015 as Document No. 1511116029 on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein.
- B. Assignment of Rents and Leases ("Assignment of Rents") dated April 15, 2015 and recorded with the Cook County Recorder April 21, 2015 as Document No. 1511116030 on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein.

The above documents are hereinafter jointly referred to as the "Loan Documents."

WHEREAS, on the date hereof Borrower and Bank have executed a (i) First Note Modification \$3,500,000 Promissory Note, (ii) First Note Modification \$4,500,000 Promissory Note, and (iii) First Amendment to Construction Loan Agreement ("Modification Documents"); and

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WHEREAS, Borrower and Bank have agreed that the Loan Documents continue to secure the Note as amended by the Modification Documents;

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth. All terms defined in the Loan Documents and not otherwise defined herein shall have the same definitions as in the Loan Documents when used herein.

2. All references in the Loan Documents to the Note and Loan Agreement shall be deemed to refer to the Note and Loan Agreement as amended by the Modification Documents.

3. All references in the Loan Documents to the Note being payable no later than October 15, 2016 are hereby modified to instead refer to the Note being payable no later than December 15, 2016.

4. The parties hereto intend this instrument to operate as a modification of the Loan Documents and do not intend that a new mortgage or assignment of rents be created hereby.

5. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Loan Documents, except as specifically stated herein, and such Loan Documents shall otherwise remain in full force and effect and by the execution hereof Borrower reaffirms each and all of the representations, warranties, obligations, covenants and agreements of Borrower set forth in the Loan Documents.

6. In the event of a conflict or inconsistency between this Agreement and the Loan Documents, the terms herein shall supersede and govern.

SIGNATURES APPEAR ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties hereto have executed this First Modification of Mortgage and Security Agreement and Assignment of Rents and Leases-Edgewater as of the day and year first above written.

BORROWER:

EDGEWATER SQUARE II, LLC
an Illinois limited liability company

By: CA DEVCO, LLC, an Illinois limited liability company
Its: Manager

By: CA DEVELOPMENT, INC., an Illinois corporation
Its: Manager

 v.p.
By: J. Paul Bertsche v.p.
Its: J. P.

BANK:

TALMER BANK AND TRUST

By: _____
Name: _____
Its: _____

Property of Cook County Clerk's Office

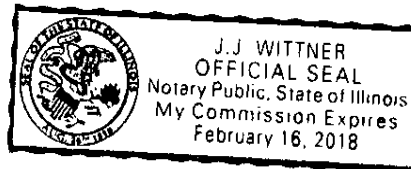
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, J. Wittner, a Notary Public in and for the County and State aforesaid, do hereby certify that S. Paul Bertsch, the V.P. of CA Development, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 entity for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of October, 2016.

J.J. Wittner
Notary Public



STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, the _____ of Talmer Bank and Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 the above named entity for the uses and purposes therein set forth.

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

Notary Public

A handwritten signature or set of initials, possibly "PB", located in the bottom right corner of the page.

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EXHIBIT A LEGAL DESCRIPTION

LOT 37 (EXCEPT THE WEST 5.00 FEET) AND THE WEST 10.00 FEET OF LOT 38, BOTH INCLUSIVE IN BLOCK 4 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: PIN:
1673 W. Edgewater 14-06-409-075
(Parcel 2)

LOT 43 (EXCEPT THE WEST 5.00 FEET) AND THE WEST 10.00 FEET OF LOT 44, BOTH INCLUSIVE IN BLOCK 4 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: PIN:
1659 W. Edgewater 14-06-409-080
(Parcel 7)

LOT 45 (EXCEPT THE WEST 15.00 FEET) AND THE WEST 20.00 FEET OF LOT 46, BOTH INCLUSIVE IN BLOCK 4 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: PIN:
1653 W. Edgewater 14-06-409-082
(Parcel 9)

LOT 46 (EXCEPT THE WEST 20.00 FEET) AND LOT 47, BOTH INCLUSIVE IN BLOCK 4 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: PIN:
1649 W. Edgewater 14-06-409-083
(Parcel 10)

LOT 48 AND THE WEST 5.00 FEET OF LOT 49, ALL INCLUSIVE IN BLOCK 4 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A

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SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: PIN:
1647 W. Edgewater 14-06-409-084
(Parcel 11)

LOT 49 (EXCEPT THE WEST 5.00 FEET) AND THE WEST 10.00 FEET OF LOT 50, BOTH INCLUSIVE IN BLOCK 4 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: PIN:
1643 W. Edgewater 14-06-409-085
(Parcel 12)

LOT 50 (EXCEPT THE WEST 10.00 FEET) AND THE WEST 15.00 FEET OF LOT 51, BOTH INCLUSIVE IN BLOCK 4 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: PIN:
1641 W. Edgewater 14-06-409-086
(Parcel 13)

LOT 51 (EXCEPT THE WEST 15.00 FEET) AND THE WEST 20.00 FEET OF LOT 52, BOTH INCLUSIVE IN BLOCK 4 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: PIN:
1637 W. Edgewater 14-06-409-087
(Parcel 14)

LOT 52 (EXCEPT THE WEST 20.00 FEET) AND LOT 53, BOTH INCLUSIVE IN BLOCK 4 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: PIN:
1635 W. Edgewater 14-06-409-088
(Parcel 15)