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RECORDATION REQUESTED BY:

WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604



1634344012

Doc# 1634344012 Fee \$46.00

WHEN RECORDED MAIL TO:

WINTRUST BANK
7800 LINCOLN AVENUE
SKOKIE, IL 60077

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/08/2016 10:37 AM PG: 1 OF 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604

BOX 162

16342-102

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 20, 2016, is made and executed between Wilmette Theatre Education Project, NFP, a not for profit corporation, whose address is 1122 Central Avenue, Wilmette, IL 60091 (referred to below as "Grantor") and WINTRUST BANK, whose address is 231 S. LaSalle, Chicago, IL 60604 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 20, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded August 3, 2011 in the office of the Cook County Recorder as Document #1121533008.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOTS 7 AND 8 IN BRETHOLD'S RESUBDIVISION OF LOTS 5 AND 6 IN DINGEE'S RESUBDIVISION OF BLOCK 25 IN WILMETTE VILLAGE IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1122 Central Avenue, Wilmette, IL 60091. The Real Property tax identification number is 05-34-106-009-0000.

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

RECITALS:

A. Lender made a loan (the "Loan") to Borrower in the principal amount of \$750,000.00, as evidenced by a Promissory Note dated July 20, 2011, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Original Note"). The Loan was renewed and in evidence thereof the Original Note was restated and replaced by that certain Promissory Note dated July 20, 2014 in the original principal amount of \$662,500.00 (the "1st Renewal Note"). Together, the Original Note and the 1st Renewal Note, as amended or modified, shall be referred to as the "Note".

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 1122 Central Avenue, Wilmette, IL 60091 (the "Property"), (ii) that certain Assignment of Rents dated July 20, 2011, recorded August 3, 2011 in the office of the Cook County Recorder as Document No. 1121533009 (the "Assignment of Rents") on the

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MODIFICATION OF MORTGAGE (Continued)

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Property. The Business Loan Agreement, the Note, the Mortgage, the Assignment of Rents and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding principal balance of the Note is \$577,653.00.

D. The Note matured on July 20, 2016. The Borrower has requested that Lender extend the maturity date of the Note until July 20, 2021 and Lender is willing to extend the maturity date until July 20, 2021, on the terms and conditions set forth hereinafter.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrowers' agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of the Maturity Date.

(a) The Maturity Date for the Loan is hereby amended and extended from July 20, 2016 to July 20, 2021. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean July 20, 2021.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

2. Change in Terms Agreement. Contemporaneously with the execution of this Agreement a Change in Terms Agreement of even date herewith shall be executed by Borrower in the principal amount of \$577,653.00, having a maturity date of July 20, 2021. All references in any and all Loan Documents to the "Note" shall continue to include the Note as amended or modified. Notwithstanding any other provision contained in the Loan Documents, the interest rate and principal and interest payments applicable to the Loan shall be as set forth in the Note, as amended or modified. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall continue to include the Note, as amended or modified.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.


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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 20, 2016.

GRANTOR:


WILMETTE THEATRE EDUCATION PROJECT, NFP

By: 
Brian Schinderle, Board President of Wilmette Theatre Education Project, NFP

By: 
Michael Murdock, Board Officer of Wilmette Theatre Education Project, NFP

LENDER:

WINTRUST BANK

x 
Authorized Signer

Office of Cook County Clerk's Office

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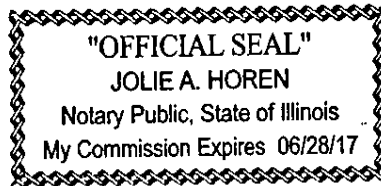
MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 20th day of July, 2016 before me, the undersigned Notary Public, personally appeared **Brian Schinderle, Board President of Wilmette Theatre Education Project, NFP** and **Michael Murdock, Board Officer of Wilmette Theatre Education Project, NFP**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at 1145 Wilmette Av, Wilmette, IL 60091
 Notary Public in and for the State of IL
 My commission expires 6/28/17



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

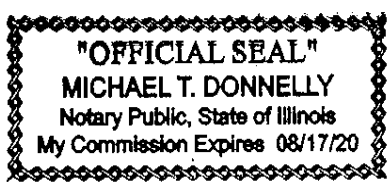
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 23rd day of Nov, 2016 before me, the undersigned Notary Public, personally appeared Jolie A. Thoren and known to me to be the SVP, authorized agent for **WINTRUST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **WINTRUST BANK**, duly authorized by **WINTRUST BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **WINTRUST BANK**.

By Michael T. Donnelly Residing at 644 Long 2nd Glenview Ill.

Notary Public in and for the State of IL

My commission expires 8/17/20



PROPERTY OF Cook County Clerk's Office