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Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/16/2017 11:26 AM Pg: 1 of 6

Preparer Information:

Emily K. Head, Esq. Kutak Rock LLP 1650 Farnam Street Omaha, Nebraska 68102 (402) 346-6000

Return Address

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Tox Cook Cc Property Address: Tax Identification Numbers:

MODIFICATION OF ILLINOIS FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This MODIFICATION OF ILLINOIS FUTURE ADVANCE MURTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Modification") is executed as of November 4, 2016, by MARIO A. ALLEGRO, an individual ("Borrower"), whose mailing address is 389 William Latham Drive, Suite 2, Bourbonnais, IL 60914; and CITY NATIONAL BANK ("Mortgag 2e") having an address at 555 South Flower Street, 24th Floor, Los Angeles, California 90071, Attention: Managing Coursel, Credit Unit.

PRELIMINARY STATEMENT

A. Mortgagee, Borrower, and WAM HOLDINGS, INC., an Illinois corporation, ALL-SCAR, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 1, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 3, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 4, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 5, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 6, INC., an Illinois corporation, ALL-STAR MANAGEMENT #7, INC., an Illinois corporation, ALL-STAR MANAGEMENT #9, INC., an Illinois corporation, ALL-STAR MANAGEMENT #10, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 11, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 12, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 14, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 15, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 16, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 17, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 18, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 20, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 21, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 22, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 23, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 24, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 25, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 26, INC., an Illinois corporation, ALL-STAR MANAGEMENT NO. 27, INC., an Illinois corporation, and ALL-STAR MANAGEMENT NO. 28, INC., an

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Illinois corporation (collectively, the "Existing Borrower Parties") are parties to that certain Loan and Security Agreement dated as of March 27, 2013 (the "Original Credit Agreement"), as amended by that certain Agreement to Modify Loan Documents dated December 12, 2013 (the "First Modification"), Second Agreement to Modify Loan Documents dated January 14, 2014 (the "Second Modification"), Third Agreement to Modify Loan Documents dated November 2, 2015 (the "Third Modification"), Fourth Agreement to Modify Loan Documents dated February 1, 2016 (the "Fourth Modification"), and Fifth Agreement to Modify Loan Documents dated July 11, 2016 (the "Fifth Modification") (collectively, the Original Loan Agreement, the First Modification, the Second Modification, the Third Modification, the Fourth Modification, and the Fifth Modification, the "Existing Credit Agreement"), pursuant to which Mortgagee made a certain loans to the Existing Borrower Parties (each, the "Loans"). As security for the Loans, Borrower executed and delivered a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of December 16, 2013 (the "Mortgage") and recorded on December 20, 2013 in the office of the of Cook County Recorder as Document No. 1335447031. The Mortgage encumbers, among other property, the real property described on Exhibit A hereto.

- B. In addition to securing the repayment of the Loans, the granting clause of the Mortgage provides that it also secure Oringations (as defined in the Mortgage), including the payment of all indebtedness and other sums, with interest ther on, which may be owed under, and performance of all other obligations and covenants contained in any Other Agreement (as defined in the Mortgage).
- C. Existing Borrower Parties, ALL-STAR MANAGEMENT NO. 29, INC., an Illinois corporation ("New Borrower Party", together with Existing Borrower Parties, the "Borrower Parties"), and Mortgagee have, concurrently herewith, amended and restated the Existing Credit Agreement pursuant to the Amended and Restated Credit Agreement dated on or about the date hereof (the "Credit Agreement").
- D. Borrower and Mortgagee desire or modify and supplement the Mortgage in connection with the execution and delivery of the Credit Agreement.

AGREEMENT

- 1. <u>Accuracy of Preliminary Statement</u>. Borrowe, a knowledges the accuracy of the Preliminary Statement and agrees that the Preliminary Statement is a part of this 'Ac diffication.
- 2. <u>Notice of Loan Modification</u>. Notice is hereby given that the Fxisting Credit Agreement and other loan documents have been amended and restated pursuant to the Credit Agreement.
 - 3. <u>Modifications</u>. The Mortgage is hereby modified and supplemented as follows:
 - (a) Notwithstanding anything in the Mortgage to the contrary, the maximum amount of Indebtedness secured by the Mortgage, including all advancements, at any one time shall not exceed \$39,305,738, plus interest thereon and any disbursements made for payment of taxes, special assessments, or insurance and interest on such disbursements.
 - (b) Paragraph ONE on page 4 of the Mortgage is hereby replaced and restated in its entirety as follows:
 - (i) Payment of indebtedness evidenced by that certain Amended and Restated Term Loan A Note dated as of the date hereof executed by Borrower Parties in favor of Mortgagee in the original principal amount of \$24,555,738; and that certain Delayed Draw Advance Note dated as of the date hereof executed by Borrower Parties in favor of Mortgagee in the original principal amount of \$14,750,000 (collectively, the "Notes"), together with all extensions, renewals, amendments and modifications thereof, including increases or decreases in the interest rate, extensions of the maturity date, and payment modifications (including deferrals or accelerations of principal or interest);
- 4. <u>Entire Agreement</u>. The Mortgage, as modified by this Modification, remains in full force and effect and contains the entire understanding and agreement of the parties in respect of the Mortgage and supersedes

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all prior representations, warranties, agreements and understandings. No provision of this Modification may be changed, discharged, supplemented, terminated or waived except in a writing signed by Mortgagee. The execution, delivery, recordation, terms and conditions of this Modification shall not subordinate or otherwise adversely affect the lien, encumbrance and priority of the Mortgage.

- 5. <u>Binding Effect</u>. The Mortgage, as modified by this Modification, shall be binding upon, and inure to the benefit of, Borrower and Mortgagee and their respective successors and assigns.
- 6. <u>Further Assurances</u>. Borrower shall execute, acknowledge (as appropriate) and deliver to Mortgagee such additional agreements, documents and instruments as are reasonably required by Mortgagee to carry out the intent of this Modification.
- 7. <u>Counterpart Execution</u>. This Modification may be executed in one or more counterparts, each of which shall be decreed an original and all of which together shall constitute one and the same document. Signature pages may be detriched from the counterparts and attached to a single copy of this Modification to physically form one document.
- 8. Governing 1 w. This Modification shall be governed by and construed in accordance with the same law as that governing the Mortgage.
- 9. Expenses. Contemporaneously with the execution and delivery of this Modification, Borrower will pay the following amounts to Mortgagee, in addition to any other amounts required to be paid to Mortgagee pursuant to this Modification: all out of pocket expenses incurred by Mortgagee or any of its affiliates in connection with this Modification, including reasonable attorneys' fees.

[SIGNATURE PAGE FOLLOWS]

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Executed and effective as of the date first set forth above.

MORTO	AGEE:
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CITY NATIONAL BANK, a national banking association
THE WATER HARDING DANKING ASSOCIATION
y: Laker
rinted Name: David Skinner
is: SVF

STATE OF LIKE STATE OF LIKE STATE OF LIKE STATE OF LIKE STATE OF S

County of King

On this 3' day of November, in the year 2016, before me Pull Webster

personally appeared David Straight known or identified to me (or proved to me on the oath of

to be the Straight known or identified to me (or proved to me on the oath of of City National Bank that executed the instrument or the person who executed the instrument on or na'f of said bank, and acknowledged to me that such bank executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public State of Washington PAUL WEBSTER My Appointment Expires Feb 24, 2018 NOTARY PUBLIC FOR WASHINGTON

Resiging at Kutur

My Commission Expires 2-24-18

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BORROWER:

Printed Name Notary Public in and for said

Soot County Clart's Office

Printed Name: MARIO A. ALLEGRO, an individual

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this

day of Wormba, 2016, by

MARIO . ALLEGRO, an individual.

[SEAL, IF ANY]

My appointment Expires:

STACEY CROOK
OFFICIAL SEAL
OFFICIAL STATE
OFFICIAL

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EXHIBIT A

LEGAL DESCRIPTION

THAT CERTAIN REAL PROPERTY IN THE CITY OF DOLTON, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

The West ½ of the South 222 feet of the West ½ of the West ½ of the West ½ of the Northeast ¼ of Section 11, Township 36 North, Range 14 East of the Third Principal Meridian, South of the Center line of Michigan City Road, and which was recorded November 3, 1927 as Document 9830630, in Cook County, Illinois.

Joseph 1200 E. Sibley
PIN: 29-11-225-029-0000

County Clark's Office