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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/30/2017 09:18 AM PG: 1 OF 13

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Courtney E. Mayster
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBER:

12-19-100-085-0000

PROPERTY ADDRESS:

551 COUNTY LINE ROAD
FRANKLIN PARK, ILLINOIS 60131

8893034, PL

This space reserved for Recorder's use only.

MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS (this "Modification") is dated as of June 5, 2017, by and among COUNTY LINE ROAD INVESTORS, LLC, an Illinois limited liability company, and (individually and collectively, the "Borrower"), and PATRICK ANGUS, DAVID MUSLIN and DAVID A. MUSLIN TRUST (individually, "Guarantor" and collectively "Guarantor") and MB FINANCIAL BANK, N.A., a national banking association, as successor in interest to American Chartered Bank together with its successors and assigns ("Lender").

RECITALS:

A. Lender has made a loan ("Loan") to Borrower in the original principal amount of ONE MILLION NINE HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$1,915,000.00). The Loan is evidenced by a certain Promissory Note dated June 5, 2012 made by Borrower and payable to Lender in the original principal amount of ONE MILLION NINE HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$1,915,000.00) (the "Note"). Capitalized terms used and not specifically defined herein shall bear the same meaning as in the Loan Documents (as hereinafter defined).

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B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated June 5, 2012 from Borrower to Lender and recorded with the Cook County Recorder of Deeds, located in Cook County, State of Illinois (the "Recorder's Office") on June 15, 2012 as Document Number 1216712019 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A attached thereto (the "Property"); (ii) that certain Assignment of Rents and Leases dated June 5, 2012 from Borrower to Lender and recorded with the Recorder's Office on June 15, 2012 as Document Number 1216712020 (the "Assignment of Rents"); (iii) that certain Environmental Indemnity Agreement dated June 5, 2012 from Borrower and Guarantor to Lender (the "Indemnity Agreement"); (iv) that certain Guaranty of Payment dated June 5, 2012 from Guarantors to Lender (the "Guaranty of Payment"); and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement, the Guaranty of Payment, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to in this Modification as the "Loan Documents").

C. Borrower desires to amend the Loan Documents to extend the Maturity Date of the Loan and to modify certain payment terms as herein set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of: (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification); (ii) the agreements by Lender to modify the Loan Documents, as provided herein; (iii) agreement to pay Lender's expenses, including all of Lender's reasonable attorney's fees and costs in connection with this Modification; (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. **Recitals**. The Recitals set forth above are incorporated into and made part of this Modification.

2. **Loan Amount**. As of the date hereof, the principal amount of the Loan is **ONE MILLION TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED THIRTY AND 20/100 DOLLARS (\$1,214,930.20)**.

3. **Maturity Date**. All references in the Mortgage to the Maturity Date are hereby deleted.

4. **Amended and Restated Promissory Note**. Concurrently with the execution and delivery of this Modification, the Note shall be amended and restated by that certain Amended and Restated Promissory Note of even date herewith executed by Borrower (the "**Amended Note**"). As of the date hereof, the Amended Note shall be substituted for and replace in its entirety the existing Note as evidence of the amounts due and owing to Lender and the Amended Note shall be secured by the Loan Documents.

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5. **Debt Service Coverage Ratio.** As of the end of each calendar year commencing with December 31, 2017 and continuing on December 31 of each year thereafter during the term of the Loan, the Borrower must demonstrate to Lender that the Property satisfies the Debt Service Coverage Ratio (as defined in the Amended Note), subject to Guarantor(s) right to make supplemental payments as set forth in Section 5(b) of the Amended Note. The Debt Service Coverage Ratio shall be calculated by the Lender based on the financial information provided to the Lender by the Borrower and independently verified by the Lender and the calculations so verified shall be final and binding upon the Borrower and the Lender.

6. **Notices.** All notices to Lender, as set forth in the Mortgage or otherwise, shall be to MB Financial Bank, N.A., 6111 North River Road, Rosemont, Illinois 60018 with a copy to Much Shelist, 191 North Wacker Drive, Suite 1800, Chicago, Illinois 60606.1615, Attn: Courtney E. Mays.

7. **Financial Statements.** The reporting requirements of Section 30 of the Mortgage and Section 8 of the Payment Guaranty are hereby replaced by the following requirements:

The Mortgagor and Guarantors shall furnish to the Lender such financial information regarding the Mortgagor, its constituent partners or members, as the case may be, the Premises and the Guarantors as the Lender may from time to time reasonably request, which shall include, without any further request therefor:

(a) no later than one hundred twenty (120) days after the end of each year, annual financial statements for each of the Guarantors certified by the Guarantors to be true, correct and complete; and

(b) within two hundred seventy (270) days after the end of each calendar year, copies of the federal income tax returns of the Mortgagor and each of the Guarantors, together with all supporting schedules.

8. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Documents) under the Loan Documents, and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

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(d) There has been no material adverse change in the financial condition of Borrower or Guarantors, or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, neither Borrower nor Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) The execution and delivery of this Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Modification has been duly executed and delivered on behalf of Borrower and Guarantor.

9. **Reaffirmation of Guaranty.** Guarantors hereby ratify and confirm the Guaranty of Payment and agrees that the Guaranty of Payment is in full force and effect.

10. **Release by Borrower.** Borrower and Guarantors each hereby releases and forever discharges Lender and its past and present officers, directors, employees, agents, attorneys, predecessors-in-interest, parents, subsidiaries, affiliates and assigns of and from any and all actions, claims, and causes of action, suits, debts, liabilities, dues, accounts, demands, obligations, costs, expenses, losses, damage and indemnities of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, contingent or fixed, in law or in equity, in respect of the Loan, the Amended Note, the Loan Documents, this Modification or the Property, and arising from any events occurring prior to the date hereof, excepting, however, those damages which are the direct result of the gross negligence or wilfull misconduct of Lender.

11. **Waiver of Defenses.** Borrower acknowledges that Borrower does not have any defenses, offsets, or counterclaims under the Loan, the Amended Note or the Loan Documents as of the date hereof. To the extent that any such defenses, offsets, or counterclaims exist as of the date hereof, they are hereby waived and released in consideration of Borrower's agreement to amend the Loan.

12. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all loan fees and reasonable out-of-pocket third-party costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and reasonable attorneys' fees and expenses.

13. **Title Policy.** Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to loan policy no. 1401-008893034 (the "**Title Policy**") as of the date this Modification is recorded, reflecting the recording of this Modification, and insuring the first priority of the lien of the Deed of Trust, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

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14. Miscellaneous.

(a) This Modification is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Modification may not be construed more strictly against Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Modification, and Borrower, Guarantors and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The parties state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Modification by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower, nor will privity of contract be presumed to have been established with any third party.

(d) Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Modification. Except as expressly modified in this Modification, the terms of the Loan Documents are, and remain, unmodified and in full force and effect.

(e) This Modification binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note," the "Mortgage," the "Assignment of Rents," the "Indemnity Agreement," the "Guaranty of Payment," or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement, the Guaranty of Payment, and the other Loan Documents as amended by this Modification, the Amended Note and as otherwise amended from time to time. The paragraph and section headings used in this Modification are for convenience only and shall not limit the substantive provisions hereof. All words in this Modification that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this

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Modification that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

(g) This Modification may be executed in one or more counterparts, all of which, when taken together, constitute one original agreement.

(h) Time is of the essence of Borrower's obligations under this Modification.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES APPEAR ON FOLLOWING PAGE]**

Property of Cook County Clerk's Office


**COOK COUNTY
RECORDER OF DEEDS**

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IN WITNESS WHEREOF, this Second Modification of Mortgage and Loan Documents was executed as of the date and year set forth above.

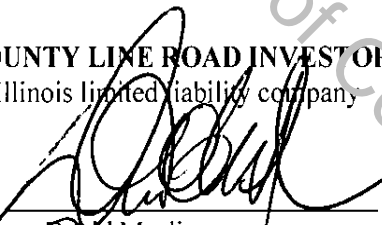
LENDER:

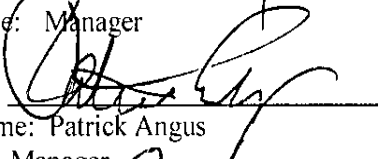
MB FINANCIAL BANK, N.A.

By: 
Name: Gerald J. Harker
Title: Commercial Group President

BORROWER:

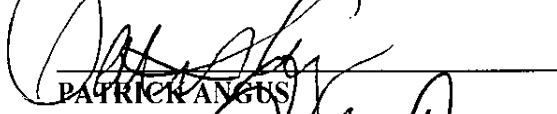
COUNTY LINE ROAD INVESTORS, LLC,
an Illinois limited liability company

By: 
Name: David Muslin
Title: Manager

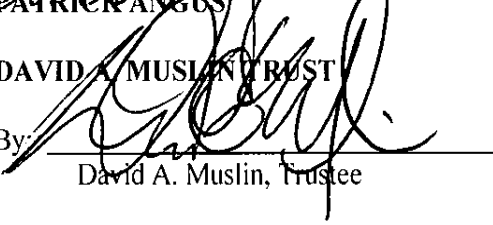
By: 
Name: Patrick Angus
Its: Manager

GUARANTOR


DAVID MUSLIN


PATRICK ANGUS

DAVID A. MUSLIN TRUST

By: 
David A. Muslin, Trustee

**COOK COUNTY
RECORDER OF DEEDS**

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE WEST 2 ACRES (THE EAST LINE BEING DRAWN PARALLEL TO THE WEST LINE THEREOF) OF THE NORTH 200.0 FEET (MEASURED ALONG THE WEST LINE OF SAID SECTION) OF THAT TRACT OF LAND LYING SOUTH OF AND ADJOINING THE NORTH 18 ACRES OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE AND WEST OF A LINE 500.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION (SAID 500.0 FEET BEING MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

551 COUNTY LINE ROAD
FRANKLIN PARK, ILLINOIS 60131

PERMANENT TAX INDEX NUMBER:

12-19-100-085-0000