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#### THIS DOCUMENT PREPARED BY:

Cheryl I. Aaron Michael Best & Friedrich LLP 601 Pennsylvania Avenue NW, Suite 700 Washington, DC 20004

#### AFTER RECORDING RETURN TO:

MB Financial Bank, N.A. 6111 North River Road Rosemont, IL 50018

PERMANENT INDEX NUMBER:

08-34-204-013-0000

PROPERTY ADDRESS:

1775 Lively Boulevard Elk Grove Village, IL 60007

8383191 JG

Doc# 1805218055 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/21/2018 02:16 PM PG: 1 OF 6

This space reserved for Recorders use only.

### SECOND AMENDMENT AND PATIFICATION OF MORTGAGE

This Second Amendment and Ratification of Moragage ("Amendment"), dated as of January 25, 2018 (the "Execution Date"), is executed by and between MAPA LLC (the "Mortgagor"), having an address of 1100 Landmeier Road, Elk Grove Village, IL 60007 2419, and MB FINANCIAL BANK, N.A., (the "Mortgagee"), having an address of 6111 North River Road, Rosemont, IL 60018.

### RECITALS:

A. There has previously been executed and delivered to Mortgage that certain Mortgage (the "Mortgage") dated as of May 14, 2004 executed by Chicago Fitle Land Trust Company, successor Trustee to LaSalle Bank National Association, not personally but as Trustee u/t/a dated July 21, 1999 a/k/a Trust No. 601154-09 ("Grantor") for the benefit of Mortgagee, recorded on May 28, 2004 as document no. 0414944129, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 28, 2004 as document no. 0414944130, further modified by Modification of Mortgage dated September 14, 2007 and recorded October 5, 2007 as document no. 0727833025, further modified by Modification of Mortgage dated August 14, 2009 and recorded October 26, 2009 as document no. 0929916060, further amended by Modification of Mortgage dated September 15, 2012 and recorded November 14, 2012 as document no. 1231922042 (in which Mortgagor assumed all of Grantor's rights, obligations and liabilities under the Mortgage), mortgaging and encumbering the real property, and all improvements thereon, described in Exhibit "A" attached hereto and incorporated herein by reference.

Box 400

Bp.

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B. Mortgagor and Mortgagee have entered into that certain Amendment No. 2 to Business Loan Agreement and Promissory Note (the "Extension"), dated as of the date hereof, for purposes of extending the maturity of the credit provided by Mortgagee to the Mortgagor. But for the execution by Mortgagor of this Amendment, Mortgagee would not have extended the maturity of the credit pursuant to the Extension.

Now, therefore, in consideration of the premises, the promises hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagor and Mortgagee hereby amend, ratify, confirm and agree as follows:

### **AGREEMENT**

1. Amendment to Mortgage. The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety to read as follows:

The word "Note" means that certain Promissory Note dated September 15, 2012, in the original principal amount of \$2,258,227.44 executed by Borrower payable to Lender, as arounded, supplemented, modified or replaced from time to time. The interest rate on the Note is a fixed rate of 4.45 percentage points. The interest rate will be fixed for the life of each loan based on a 360-day year. All interest payable under this Note is computed using this method. Payment of all interest and principal due on the Note is due no later than March 15, 2023 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called the "Maturity Date").

- 2. <u>Principal Balance</u>. As of the Effective Drue, the outstanding principal balance on the Note was \$1,709,790.11 and, together with the loan renewal fees and other fees of \$11,488.12, the remaining principal amount owed to Lender by Borrower under the Note is now \$1,721,278.23.
- 3. <u>Confirmation and Ratification</u>. Mortgagor and Mortgagee hereby ratify and confirm the Mortgage, as amended hereby, in all respect and acknowledge and agree that the terms of the Mortgage, as amended hereby, remain in full force and effect.
- 4. <u>Confirmation of Representations and Warranties</u>. Mortgagor confirms and restates all the representations and warranties contained in the Mortgage, as amended hereby, as of the date hereof.
- 5. <u>Further Assurances</u>. Mortgagor will execute and deliver such further instruments and do such other things as in the sole opinion of Mortgagee are necessary or desirable to effect the intent of this Amendment and to secure to Mortgagee the benefits of all rights, authorities and remedies conferred upon Mortgagee by the terms of this Amendment. Without limiting the generality of the foregoing, Mortgagor, at its expense, will perform all acts and execute and deliver all instruments necessary or required by Mortgagee in order to maintain the Mortgage, as amended hereby, as a lien on the real and personal property covered by the Mortgage, subject only to those encumbrances set forth in the Mortgage.

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- Counterparts. This Amendment may be executed in several counterparts, each of 6. which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement.
- Effective Date. This Amendment shall be effective as of December 5, 2017 (the 7. "Effective Date").

[SIGNATURE PAGES FOLLOW]

Property of Cook County Clark's Office

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IN WITNESS WHEREOF, this Amendment is duly executed by Mortgagor and Mortgagee as of the Execution Date.

#### MAPA LLC

$\mathbf{R}_{\mathbf{W}}$	LiCreci	HIC	Solo	Member	of MAP	ALLC
DV:	Littreci	LLLA	. Soie	wiember	OLIVIAR	A LLU

By: Giovanni Gullo, Member of LiGreci LLC

MB FINANCIAL BANK, N.A.

Sterhen Gottesman, Vice President

STATE OF ILLINOIS ) SS COUNTY OF COOK

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OUNTY Clary The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that Maria Gullo, a Member of LiGreci LLC, the Sole Member of MAPA LLC, who is personally known to me to be the same person whose name is subscribed to the for going instrument, appeared before me this day in person and acknowledged that as such Member, she signed and delivered the said instrument as her 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 2474 day of JANUALY, 20/8

Notary Public

OFFICIAL SEA JANE B **ZAKRZEWSKI** 

MY COMMISSION EXPIRES:04/18/21

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STATE OF ILLINOIS )	
COUNTY OF COL ) SS	N.
The undersigned, a Notary Public in and for the said County, in certify that Giovanni Gullo, a Member of LiGreci LLC, the Sole Mepersonally known to me to be the same person whose name is subscribe appeared before me this day in person and acknowledged that as delivered the said instrument as her own free and voluntary act and as the entity, for the uses and purposes therein set forth.	bed to the foregoing instrument, such Member, she signed and
GIVEN under m.v.land and notarial seal this 444 day of Jan	VIIALY , 2018.
Notary Public	
00/	OFFICIAL SEAL JANE B ZAKRZEWSKI NOTARY PUBLIC - STATE OF ILLINOIS
STATE OF ILLINOIS )	MY COMMISSION EXPIRES:04/18/21

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that Stephen Gottesman, a Vice President of MB FINANC'AL BANK, N.A., 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 as such Vice President, 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 day of January ,2018.

High Light

COUNTY OF Cook

GRZEGORZ ORTEGA-LEMPICKI NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 04/11/2021

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### **EXHIBIT A**

### LEGAL DESCRIPTION OF REAL ESTATE

LOT 54 AND LOT 55 (EXCEPT THE EAST 30 FEET THEREOF) IN CENTEX INDUSTRIAL PARK UNIT 28, BEING A SUBDIVISION OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID LOT 54 THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 54, THENCE ON AN ASSUMED BEARING OF SOUTH 1 DEGREE 21 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 54, A DISTANCE OF 322.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 41.59 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 51.42 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 48 DEGREES 41 MINUTES 58 SECONDS EAST, 40.47 FEET TO THE SOUTH LINE OF SAID LOT 54; THENCE SCIETH 88 DEGREES 38 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 54, A DISTANCE OF 9.76 FEET TO THE SOUTHWESTERLY LINE OF LOT 54; THENCE NORTHWESTERLY 31.42 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 54 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 46 DEGREES 21 MINUTES 52 SECONDS WEST, 28.28 FEET TO THE WEST LINE OF LOT 54; THENCE NORTH 1 DEGREE 21 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 54, A DISTANCE OF 7.43 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1775 Lively Blvd., Elk Grove Village, IL 60007. The Real Property tax identification number is 08-34-204-013-0000.