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This Document Prepared
by and should be returned to:

John F. Halula, Esq.
HOLLAND & KNIGHT LLP
701 Brickell Avenue, 33rd Floor
Miami, Florida 33131
C. Bd. F. No. # 1401-8983064



Doc# 1820745027 Fee \$48.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 07/26/2018 11:18 AM PG: 1 OF 6

This space reserved for Recorder's use only

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

This First Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing and Notice of Future Advance (the "Security Instrument Modification") is dated as of the 18 day of July, 2018 by and between **Kireland Commercial Avenue Chicago, LLC**, a Delaware limited liability company (the "Mortgagor"), with an address at 18851 N.E. 29th Avenue, Suite 303, Aventura, Florida 33180, and **Citibank, N.A.**, a national banking association (the "Mortgagee"), whose address is 1615 Brett Road, Ops III, New Castle, DE 19720, Attention: Charles Huester.

RECITALS:

A. Mortgagee previously made a loan to Mortgagor, Kireland Genesis Drive North Aurora, LLC, a Delaware limited liability company, Kireland 83rd Street Chicago, LLC, a Delaware limited liability company, Kireland Belvidere Street Waukegan, LLC, a Delaware limited liability company, Kireland South Elgin Illinois, LLC, a Delaware limited liability company, Kireland North Dearborn Street Chicago, LLC, a Delaware limited liability company, Kireland Hagen Ranch Road Boynton Beach, LLC, a Florida limited liability company, Kireland 41st Street Doral, LLC, a Florida limited liability company, Kireland Lake Underhill Road Orlando, LLC, a Florida limited liability company, Kireland 43rd Avenue Homestead, LLC, a Florida limited liability company, Kireland 137th Avenue Miami, LLC, a Florida limited liability company, Kireland 288th Street Miami, LLC, a Florida limited liability company, Kireland Swann Avenue Tampa, LLC, a Florida limited liability company, Kireland Coral Terrace, LLC, a Delaware limited liability company, Kireland Kirby Plaza Houston, LLC, a Delaware limited liability company, Kireland Peachtree Road Atlanta, LLC, a Delaware limited liability company, Kireland LLC, a Delaware limited liability company, Kireland Westheimer Road Houston, LLC, a Delaware limited liability company, and Kireland Main Street Fairfax, LLC, a Delaware limited liability company (collectively, the "Borrower") as evidenced by a Promissory Note executed as of December 14, 2016 by Borrower in favor of Mortgagee in the stated principal amount of \$75,000,000.00 (the "Prior Note"), which was disbursed pursuant to a Loan Agreement executed as of December 14, 2016 by and between Borrower and Mortgagee, as modified by a loan modification letter agreement executed as of December 20, 2017 by Borrower, Mortgagee, and Guarantors (collectively, the "Original Loan Agreement").

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B. Borrower's obligations under the Original Loan Agreement and Prior Note are secured inter alia by a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing executed as of December 14, 2016 by Mortgagor in favor of Mortgagee, which was recorded on December 23, 2016 as Document #1635815016, with the Recorder of Deeds, Cook County, Illinois (the "**Security Instrument**"), which encumbers the property described on Exhibit "A" attached hereto.

C. The Borrower requested and Mortgagee is willing to increase the principal amount of the loan. In connection with the such loan increase, Borrower has executed of even date herewith in favor of Mortgagee an Amended and Restated Promissory Note in the stated principal amount of \$91,960,000.00 (the "**A&R Note**"), which amends and restates in its entirety the Prior Note (which had an outstanding principal balance of \$71,960,000.00 prior to being so amended and restated) and increases the stated principal balance by \$20,000,000.00. In connection therewith, Borrower and Mortgagee have executed of even date herewith a First Amendment to Loan Agreement (the "**First Amendment**").

D. In connection with the execution of the A&R Note, Mortgagor and Mortgagee desire hereby to modify the Security Instrument as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference as if set forth at length.

2. The additional \$20,000,000.00 indebtedness evidenced by the A&R Note constitutes a future advance under Section 29 of the Security Instrument. The total amount of indebtedness secured by the Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of One Hundred Eighty Four Million Five Hundred Sixty Thousand and No/100 Dollars (\$184,560,000.00), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest.

3. The Security Instrument as modified by this Security Instrument Modification now secures the A&R Note, to the same extent and with the same force and effect as if the A&R Note had been executed and delivered by Mortgagor to Mortgagee at the time of the execution and delivery of the Security Instrument.

4. All references in the Security Instrument to the term "Note" shall hereinafter be deemed to mean the A&R Note (as defined in Recital C above), as the same may be amended, modified or extended from time to time.

5. All references in the Security Instrument to the term "Loan Agreement" shall hereinafter be deemed to mean the Original Loan Agreement (defined in Recital A above) as modified by the First Amendment (defined in Recital C above), as the same may be amended, modified or extended from time to time.

6. Mortgagor represents and warrants to Mortgagee that all of the representations and warranties contained in the Security Instrument are true and correct in all material respects as of the date hereof, except for changes in factual circumstances not prohibited under the Loan Documents.

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7. Mortgagor acknowledges that it has no defenses, counterclaims or offsets with respect to any of its obligations contained in the Security Instrument, as modified hereby.

8. This Security Instrument Modification shall not be construed as a waiver, express or implied, of any of Mortgagee's rights contained in the Security Instrument, as modified hereby.

9. The Security Instrument hereby remains unchanged and in full force and effect except as modified by this Security Instrument Modification and the Mortgagor hereby ratifies and reaffirms all of the terms thereof. This Security Instrument Modification shall not be deemed a novation of all or any portion of the Security Instrument or the liens created thereby.

10. This Security Instrument Modification may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

[Signature page to follow]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this First Modification of Mortgage and Notice of Future Advance to be executed as of the day and year first hereinbefore written.

MORTGAGOR:

Kireland Commercial Avenue Chicago, LLC,
a Delaware limited liability company

By: Kireland Holdings, LLC,
a Florida limited liability company,
Managing Member

By: *Alex Kurkin*
Alex Kurkin, Manager

Witnesses:

Stacy Santiago
Print Name: Stacy Santiago
First Witness

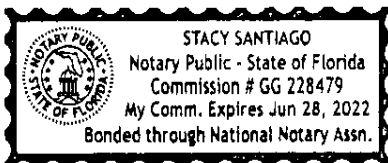
Melissa Munchick
Print Name: Melissa Munchick
Second Witness

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 6th day of July, 2018, by Alex Kurkin, the Manager of Kireland Holdings, LLC, a Florida limited liability company, the Managing Member of Kireland Commercial Avenue Chicago, LLC, a Delaware limited liability company, on behalf of the foregoing limited liability companies. He is personally known to me (YES) (NO) or has produced _____ as identification.

Stacy Santiago
Printed Name: Stacy Santiago
Notary Public for the State of Florida
Serial Number (if any): _____
My Commission Expires: _____

(NOTARY SEAL)



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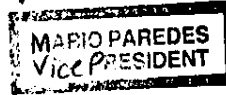
Elizabeth Delacruz
Print Name: Elizabeth Delacruz
First Witness

Maria X. Serrano
Print Name: Maria X. Serrano
Second Witness

MORTGAGEE:

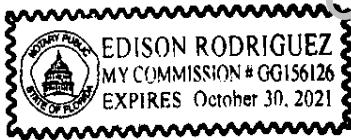
Citibank, N.A.,
a national banking association

By: Mario Paredes
Name:
Title:



STATE OF FLORIDA)
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 6th day of July, 2018, by Mario Paredes, a Vice President of Citibank, N.A., a national banking association, on behalf of the bank. He is personally known to me or has produced as identification.



(NOTARY SEAL)

Edison Rodriguez
Printed Name: Edison Rodriguez
Notary Public for the State of Florida
Serial Number (if any): GG156126
My Commission Expires: 10-30-2021

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EXHIBIT "A"

Legal Description

PARCEL 1:

LOTS 20, 21, 22, 23, 24 AND 25 IN BLOCK 84 IN SOUTH CHICAGO, A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST 1/2 OF THE WEST 1/2 AND PARTS OF THE EAST FRACTIONAL 1/2 OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PARKING AS SET FORTH IN THE PARKING EASEMENT AGREEMENT DATED AS OF APRIL 23, 2002 AND RECORDED APRIL 29, 2002 AS DOCUMENT 0020484842, AS AMENDED BY FIRST AMENDMENT TO PARKING EASEMENT AGREEMENT RECORDED MARCH 23, 2011 AS DOCUMENT NUMBER 111640000, MADE BY AND BETWEEN SOUTH CHICAGO PENTECOSTAL CHURCH OF GOD, INC. AND 93RD COMMERCIAL VENTURE, L.L.C., AN ILLINOIS LLC, OVER THE FOLLOWING DESCRIBED LAND:

THE SOUTH 25 FEET OF LOT 15 AND ALL OF LOT 16 IN BLOCK 84 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY SUBDIVISION OF PARTS OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address

9233 South Commercial Avenue, Chicago, IL

Property Index Number

26-06-410-006-0000
 26-06-410-007-0000
 26-06-410-008-0000
 26-06-410-009-0000
 26-06-410-010-0000
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