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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/24/2018 10:24 AM Pg: 1 of 10

DRAFTED BY, RECORDING REQUESTED
BY AND WHEN
RECORDED RETURN TO:

Black Square Real Estate, Inc.
P.O. Box 3390
Salt Lake City, Utah 84110

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, AND FIXTURE FILING

Black Square Midwest, LLC, a Delaware limited liability company

as Borrower

to

Black Square Real Estate, Inc., a Delaware corporation,

as Lender

Dated as of: September 20, 2018

FIDELITY NATIONAL TITLE CH1800010004

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AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING (this "Amendment"), dated as of September 20, 2018, by and between Black Square Midwest, LLC, a Delaware limited liability company ("Borrower"), having an office at 1545 South 61st Court, Cicero, Illinois 60804, and Black Square Real Estate, Inc., a Delaware corporation ("Lender"), having an office at 807 East South Temple, Suite 200, Salt Lake City, Utah 84102.

RECITALS

WHEREAS, on or about March 20, 2018, Lender made a first mortgage loan to Borrower in the aggregate principal amount of One Hundred Eighteen Thousand and 00/100 Dollars (\$118,000.00) (the "Original Loan"), which is evidenced by that certain Secured Promissory Note in the principal amount of One Hundred Eighteen Thousand and 00/100 Dollars (\$118,000.00), dated as of March 1, 2018, made by Borrower to the order of Lender (the "Original Note"). The Original Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of March 20, 2018 with the Cook County, Illinois, Recorder's Office (the "Recorder"), as Document No. 1808606129 (the "Original Mortgage"). The Original Mortgage shall encumber, among other things, Borrower's interest in the real property described in **Exhibit A** hereto and the improvements therein and thereon (the "Secured Property");

WHEREAS, Borrower has requested and Lender has agreed to amend the amount the Loan, to be evidenced by that certain Amended and Restated Secured Promissory Note date as of even date herewith executed by Borrower in favor of Lender (the "Note"), and secured by the Original Mortgage;

WHEREAS, contemporaneously with the execution and recording of this Amendment, Lender is amending the amount of the Loan evidenced by that certain Amended and Restated Secured Promissory Note dated as of even date herewith executed by Borrower in favor of Lender (the "Note"), which amends and restates the Original Note, which Note continues to be secured by, among other things, the Original Mortgage, as amended by this Amendment; and

WHEREAS, upon the recording of this Amendment, the Original Mortgage, as amended by this Amendment shall (a) secure Borrower's obligations to (i) repay the Note and (ii) perform all of Borrower's obligations undertaken in the Note, the Original Mortgage, as amended by this Amendment, and the other Loan Documents (as defined in the Original Mortgage as amended by this Amendment) and (b) effect certain other changes to the Original Mortgage agreed to by Borrower and Lender.

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AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. **RECITALS TO THIS AMENDMENT.** The foregoing Recitals are incorporated into this Amendment as if fully set forth herein.

2. **DEFINED TERMS.** All initially capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Original Mortgage.

3. **AMENDMENTS OF DEFINED TERMS IN ORIGINAL MORTGAGE.** The following definitions of the Original Mortgage are hereby amended as follows:

(a) **Note.** The definition of the defined term “Note” is hereby amended and restated in its entirety to refer to that certain Amended and Restated Secured Promissory Note dated as of September 20, 2018 executed by Borrower in favor of Lender.

(b) **Loan.** The definition of the defined term “Loan” is hereby amended and restated in its entirety to refer to that certain principal amount of One Hundred Forty-Two Thousand One Hundred Twenty-One and 59/100 Dollars (\$142,121.59).

(c) **Loan Documents.** The definition of the defined term “Loan Documents” is hereby amended and restated in its entirety to refer to the “Loan Documents”, as such term is defined in that certain Loan Agreement dated as of March 20, 2018, entered into by and between Borrower and Lender, as amended by the Amendment to Loan Agreement and Other Loan Documents (collectively, the “Loan Agreement”).

(d) **Security Instrument.** The definition of the defined term “Security Instrument” is hereby amended and restated in its entirety to refer to the Original Mortgage as amended by this Amendment.

In addition, wherever in the Mortgage the defined terms “Note”, “Loan”, “Loan Documents” and “Security Instrument” appear, they shall have the amended definitions ascribed to them as set forth above.

4. **INTERPRETATION.** Any reference in the Loan Documents to any particular defined term, any Loan Documents or to the Loan Documents will mean such defined terms, such Loan Document or Loan Documents, as amended by this Amendment.

5. **REPRESENTATIONS, WAIVERS AND RELEASES.**

Borrower represents and warrants that, to the best of Borrower’s knowledge, as of the date hereof there exist no defaults on the part of Lender or Defaults or Events of Default (as defined in the Loan Agreement) on the part of Borrower under any of the Loan Documents, or in either case, any events or conditions of which with notice or the passage of time or both would become an Event of Default. Borrower further represents and warrants that, as of the date hereof, there exists

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no right of set-off, defense or counterclaim of Borrower arising out of Borrower's obligations under the Loan or any of the Loan Documents.

Borrower (i) is represented by independent legal counsel of its choice in the transactions contemplated by this Amendment; (ii) is fully aware and clearly understands all of the terms contained in this Amendment; (iii) is not relying on any representation, either written or oral, express or implied, made by the Lender except as expressly set forth in this Amendment; (iv) acknowledges that on the Borrower's own initiative, Borrower has made proposals to the Lender, the terms of which are reflected by this Amendment; and (v) has received actual and adequate consideration to enter into this Amendment.

Borrower does hereby release, remise, acquit and forever discharge Lender and its employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, direct and indirect subsidiary entities and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatever kind or nature, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution hereof, and in any way arising out of or in any way connected to this Amendment, the Loan and the Loan Documents.

6. **SUCCESSORS AND ASSIGNS.** This Amendment is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

7. **CAPTIONS.** All headings and captions in this Amendment are for convenience of reference only and shall not be used in the interpretation of any provisions of this Amendment.

8. **SEVERABILITY.** All provisions contained in this Amendment are severable and the invalidity or unenforceability of any provisions shall not affect or impair the validity or enforceability of the remaining provisions of this Amendment. All of the obligations and agreements of the Borrower set forth herein shall survive the recordation of this Amendment.

9. **TERMINOLOGY.** Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include the others.

10. **CONFLICT.** In the event of any conflict among the terms hereof and the terms of the Mortgage, the terms hereof shall govern and prevail.

11. **COUNTERPARTS.** This Amendment may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

12. **GOVERNING LAW.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois and the applicable laws of the United States of America and, in connection with any action or proceeding arising out of or relating to this Amendment, Borrower hereby submits to the jurisdiction of any court of competent jurisdiction located in such State.

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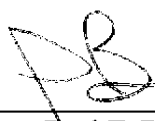
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IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing as of the date first above written.

BORROWER:

Black Square Midwest, LLC,
a Delaware limited liability company

By: Black Square Real Estate, Inc.,
a Delaware corporation, its Manager

By: 
Name: Paul T. Basmajian
Its: Officer


[Signatures continue on following page]

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LENDER:

**BLACK SQUARE REAL ESTATE, INC.,
a Delaware corporation**

By: 
Name: Shawn K. Whetten
Title: Officer

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STATE OF UTAH)
)
COUNTY OF SALT LAKE) SS:

On September 20, 2018, before me, Michael B. Bybee, NOTARY PUBLIC, personally appeared Paul T. Basmajian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

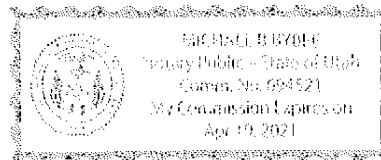
I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Michael B. Bybee*

(Seal)

Print Name: Michael B. Bybee



My Commission Expires: April 19, 2021

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STATE OF UTAH)
)
COUNTY OF SALT LAKE) SS:

On September 20, 2018, before me, Michael B. Bybee, NOTARY PUBLIC, personally appeared Shawn K. Whetten, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

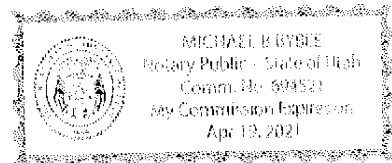
I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Michael B. Bybee*

(Seal)

Print Name: Michael B. Bybee



My Commission Expires: April 19, 2021

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EXHIBIT A

Legal Description

17235 South 71st Court, Tinley Park, Illinois 60477

LOT 2 IN TOWN AND COUNTRY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Assessor's Parcel Number of 28-30-304-015-0000

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