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RECORDATION REQUESTED BY:
Evergreen Bank Group
1515 West 22nd Street, Suite
100W
Oak Brook, IL 60523

Doc#: 1900719053 Fee: \$60.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/07/2019 09:28 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:
Evergreen Bank Group
1515 West 22nd Street, Suite
100W
Oak Brook, IL 60523

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This Modification of Mortgage prepared by:
Michael Obremski, Paralegal
Evergreen Bank Group
1 Grant Square - Suite 100
Hinsdale, IL 60521

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 20, 2018, is made and executed between Plan Real Estate, LLC, a Wyoming limited liability company, f/k/a Plan Real Estate, LLC, a Massachusetts limited liability company, with an address at 60 East Simpson Avenue - Unit 2839, Jackson, WY 83001 (referred to below as "Grantor") and Evergreen Bank Group, whose address is 1515 West 22nd Street, Suite 100W, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 24, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

That certain Mortgage and Assignment of Rents each dated as of October 24, 2017 and recorded with the Cook County, Illinois Recorder of Deeds Office on November 6, 2017 as Document Nos. 1731057031 and 1731057032, respectively.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

PARCEL 1:

LOTS 25 AND 26 IN SLAWSON'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 25 FEET OF THE WEST 124.64 FEET OF LOT 41 IN WOODLAWN HIGHLANDS, A SUBDIVISION OF THE WEST 10 ACRES OF THE EAST 60 ACRES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 65 IN BLOCK 6 IN WISNER'S SUBDIVISION OF LOTS 11 AND 12 IN BRAND'S SUBDIVISION OF THE

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NORTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 AND 2 IN BLOCK 27 IN SOUTHFIELD, BEING A SUBDIVISION OF BLOCKS 17, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31 AND 32 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING IN THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 16 IN PETER A. FOOTE'S SUBDIVISION OF THE EAST ½ OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 33 FEET AND EXCEPT THE WEST 8 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 150 (EXCEPT THE SOUTH 12 FEET THEREOF) AND LOT 151 (EXCEPT THE NORTH 6 FEET THEREOF) IN THE SUBDIVISION OF THE 17.177 ACRES LYING SOUTH OF THE BALTIMORE AND OHIO RAILROAD IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE NORTH 9 FEET OF LOT 27 AND ALL OF LOT 28 IN BLOCK 16 IN FARMONT, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ AND THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SOUTH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 36 IN BLOCK 3 IN AUBURN HIGHLAND, BEING HART'S SUBDIVISION OF BLOCKS 1, 2, 7 AND 8 IN CIRCUIT COURT PARTITION, OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THE SOUTH 20 FEET OF LOT 20 IN WENTWORTH SUBDIVISION OF THE NORTH ½ OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

THE NORTH 10 FEET OF LOT 14 IN WENTWORTH SUBDIVISION OF THE SOUTH ½ OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1500-1502 East 73rd Place (as to Parcel 1); 6337 South Drexel Avenue (as to Parcel 2); 2943 North Wisner Avenue (as to Parcel 3); 7800 South Ridgeland Avenue (as to Parcel 4); 7344 South Blackstone Avenue (as to Parcel 5); 8036 South Kingston Avenue (as to Parcel 6); 9257 South King Drive (as to Parcel 7); 7924 South Throop Street (as to Parcel 8); and 7345 South Blackstone Avenue (as to Parcel 9), Chicago, IL. The Real Property tax identification number is 20-26-222-013 (as to Parcel 1); 20-23-104-009 (as to Parcel 2); 13-26-217-024 (as to Parcel 3); 20-25-326-017 (as to Parcel 4); 20-26-221-036 (as to Parcel 5); 21-31-110-034 (as to Parcel 6); 25-03-413-024 (as to Parcel 7); 20-32-105-024 (as to Parcel 8); and 20-26-223-003 & 20-26-223-004 (as to Parcel 9).

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MODIFICATION OF MORTGAGE

(Continued)

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Mortgage, including the Assignment of Rents and the security interest in the Rents and Personal Property, shall secure the (a) payment of the Indebtedness and (b) performance of any and all obligations under the Notes (as hereinafter defined), the Related Documents and the Mortgage and Assignment of Rents.

Each of the following promissory notes by Borrower to Lender shall constitute one general obligation of Borrower and shall be secured by Lender's priority security interest in and lien upon all of the collateral and by all other security interests, liens, claims and encumbrances heretofore, now or at any time or times hereafter granted by Borrower, or Grantor, to Lender: (i) that certain Promissory Note executed by Borrower payable to the order of Lender dated as October 24, 2017 in the original aggregate principal amount of \$750,000.00 as the same has been amended, modified and/or restated from time to time (the "Revolving Line of Credit"); (ii) that certain Promissory Note executed by Borrower payable to the order of Lender dated as of October 24, 2017 in the original principal amount of \$3,991,875.00 as the same has been amended, modified and/or restated from time to time (the Term Note One"); (iii) that certain Promissory Note executed by Borrower payable to the order of Lender dated as of even date herewith in the original principal amount of \$1,153,000.00 as the same may be amended modified and/or restated from time to time (the "Term Note Two"); and (iv) that certain Promissory Note executed by Borrower payable to the order of Lender dated as of even date herewith in the original principal amount of \$1,181,250.00 as the same may be amended modified and/or restated from time to time (the "Term Note Three"); together with the Revolving Line of Credit, the Term Note One and the Term Note Two may hereinafter be referred to collectively as the "Notes").

Accordingly, the Notes are cross-collateralized and cross-defaulted with each other. Collateral provided on behalf of Lender pursuant to the Revolving Line of Credit is collateral for the Term Note One and all Indebtedness, the Term Note Two and all Indebtedness and the Term Note Three and all Indebtedness; collateral provided on behalf of Lender pursuant to the Term Note One and all Indebtedness is collateral for the Revolving Line of Credit and all Indebtedness, the Term Note Two and all Indebtedness and the Term Note Three and all Indebtedness; collateral provided on behalf of Lender pursuant to the Term Note Two and all Indebtedness is collateral for the Revolving Line of Credit and all Indebtedness, the Term Note One and all Indebtedness and the Term Note Three and all Indebtedness; and collateral provided on behalf of Lender pursuant to the Term Note Three and all Indebtedness is collateral for the Revolving Line of Credit and all Indebtedness, the Term Note One and all Indebtedness and the Term Note Two and all Indebtedness. Similarly, a default by Borrower or any borrower or guarantor pursuant to any of the Notes or Indebtedness aforesaid is a default under the remaining Notes.

In addition to the Notes, this Mortgage and Assignment of Rents shall specifically secure the Indebtedness of any borrower, guarantor or grantor to Lender pursuant to each of the documents entered into by either of such borrower, grantor, or guarantor in connection with the Notes, including any guaranties, loan agreement, pledge or security agreements, collateral assignments, financing statements and all other agreements and amendments, thereto, executed in the past or the future in connection with the Notes and the Related Documents.

In addition, effective as of the date hereof, the Mortgage and Assignment of Rents is hereby modified and amended to secure the maximum Indebtedness and maximum lien amount of Fourteen Million One Hundred Fifty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$14,152,250.00).

All other provisions of the Mortgage and Assignment of Rents shall remain in full force and effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all

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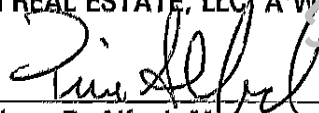
Page 4

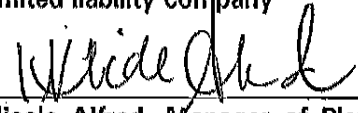
parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 26, 2018.

GRANTOR:

PLAN REAL ESTATE, LLC, A WYOMING LIMITED LIABILITY COMPANY

By: 
 Pierre R. Alfred, Manager of Plan Real Estate, LLC, a Wyoming limited liability company

By: 
 Nicole Alfred, Manager of Plan Real Estate, LLC, a Wyoming limited liability company

LENDER:

EVERGREEN BANK GROUP

X 
 Michael R. Chock, Senior Vice President

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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 20th day of December, 2016 before me, the undersigned Notary Public, personally appeared **Pierre R. Alfred, Manager of Plan Real Estate, LLC**, a Wyoming limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Suzanne M Gervais Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 3.14.19



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MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 26th day of December, 2018 before me, the undersigned Notary Public, personally appeared Nicole Alfred, Manager of Plan Real Estate, LLC, a Wyoming limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at Chicago

Notary Public in and for the State of IL

My commission expires 3-14-19



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 20th day of December, 2018 before me, the undersigned Notary Public, personally appeared **Michael R. Chock** and known to me to be the **Senior Vice President**, authorized agent for **Evergreen Bank Group** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Evergreen Bank Group**, duly authorized by **Evergreen Bank Group** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Evergreen Bank Group**.

By [Signature] Residing at Chicago
 Notary Public in and for the State of IL

My commission expires 3.14.19



Cook County Clerk's Office