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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/18/2019 11:33 AM PG: 1 OF 6

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Accommodation Recording  
8986223 D6 1 of 1

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

**AND TO**

**ASSIGNMENT OF LEASES AND RENTS**

**BY**

**RBC CAPITAL HSOP, LLC,  
AN ILLINOIS LIMITED LIABILITY COMPANY**

**TO AND FOR THE BENEFIT OF**

**CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK**

**This Document Prepared by and After  
Recording Return to:  
Jean Yoon, Esq.  
Ginsberg Jacobs, LLC  
300 South Wacker Drive, Suite 2750  
Chicago, Illinois 60606**

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

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, ASSIGNMENT OF LEASES AND RENTS, AND TO ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**"), is dated as of this \_\_\_ day of December, 2018 by and between **RBC CAPITAL HSOP, LLC**, an Illinois limited liability company (the "**Mortgagor**") and **CIBC BANK USA**, an Illinois state chartered bank ("**Mortgagee**").

### RECITALS

A. Mortgagee has made a loan to Mortgagor (the "**Loan**") currently evidenced by that certain Promissory Note dated as of December 29, 2016, from Mortgagor payable to the order of Mortgagee, in the original principal amount of Six Million Five Hundred Thousand and No/100 Dollars (\$6,500,000.00) (the "**Note**");

B. The Loan is evidenced or secured by, among other things: (i) that certain Loan and Security Agreement dated as of December 29, 2016 by and between Mortgagor and Mortgagee, (collectively, the "**Loan Agreement**"); (ii) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents made by Mortgagor for the benefit of Mortgagee dated as of July 31, 2018 and recorded on August 7, 2018 in the Cook County Recorder of Deeds, State of Illinois (the "**Recorder**") as Document No. 1821941024 (the "**Mortgage**"), affecting certain real property located in Cook County, Illinois as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**"); (iii) that certain Assignment of Leases and Rents made by Mortgagor for the benefit of Mortgagee dated as of July 31, 2018 and recorded on August 7, 2018 in the Recorder's office as Document No. 1821941025 (the "**Assignment of Leases**"). All such documents, including the Note and any and all other documents executed in connection with the Loan Agreement, as amended by that certain First Amendment to Loan Agreement, Guaranty, and other Loan Documents of even date herewith (the "**Omnibus Amendment**") are collectively referred to herein as the "**Loan Documents**").

C. Mortgagor has requested that, among other matters, the maturity date of the Note be extended to December 29, 2019, and Mortgagee has agreed to such change, subject to the due execution and delivery of this Amendment and the Omnibus Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor agrees as follows:

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1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Mortgage, as amended by this Amendment and the Omnibus Amendment.

2. Loan Documents. All references in the Loan Documents to (i) the “**Mortgage**” shall mean the Mortgage, as amended by this Amendment and the Omnibus Amendment, and as may be further amended, restated, modified or supplemented and in effect from time to time, and (ii) to the “**Assignment of Leases**” shall mean the Assignment of Leases, as amended by this Amendment and the Omnibus Amendment, and as may be further amended, restated, modified or supplemented and in effect from time to time. All references to the “**Note**” in the Mortgage shall mean the Note as amended by the Omnibus Amendment.

3. Extension of the Maturity Date. The “**Maturity Date**” of the Loan shall be extended until December 29, 2019, except as such date may be further extended by written agreement of the parties or accelerated pursuant to the terms hereof or of any other Loan Document.

4. Miscellaneous

a. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

b. This Amendment, together with the Omnibus Amendment, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

c. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

d. Mortgagor warrants and represents that it has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of Mortgagee or its counsel in entering into this Amendment.

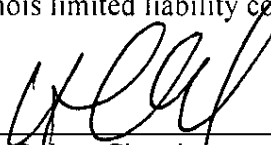
[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Mortgagor has caused this Amendment to be duly executed and delivered as of the day and year first above written.

**MORTGAGOR:**

**RBC CAPITAL HSOP, LLC,**  
an Illinois limited liability company

By:   
Name: Robert Charal  
Title: Manager

STATE OF ILLINOIS

COUNTY OF DuPage

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Charal, who is personally known to me or who proved to me through satisfactory evidence of identification to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26<sup>th</sup> day of December, 2018.

  
Notary Public

My Commission Expires: 8-4-2019



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IN WITNESS WHEREOF, Mortgagee has caused this Amendment to be duly executed and delivered as of the day and year first above written.

**MORTGAGEE:**

**CIBC BANK USA,**  
an Illinois state chartered bank,

By: Audrey G Filipiak  
Name: Audrey G Filipiak  
Title: Associate Managing Director

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Audrey Filipiak, a MD of **CIBC BANK USA**, an Illinois state chartered bank, who is personally known to me or who proved to me through satisfactory evidence of identification to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 18 day of December, 2018.

[Signature]  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
7/25/22

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 1 IN ORBITZ GROUP LLC SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 2003 AS DOCUMENT NO. 0317103059 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 0330319104.

PIN:

27-22-102-013-0000

27-22-102-014-0000

COMMON ADDRESS:

16235 South LaGrange Road, Orland Park, Illinois 60467

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