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Edward M. Moody
Cook County Recorder of Deeds
Date: 02/26/2019 12:52 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

HINSDALE BANK & TRUST
COMPANY
25 East First Street
Hinsdale, Illinois 60521

AMENDMENT TO CONSTRUCTION MORTGAGE

THIS AMENDMENT TO CONSTRUCTION MORTGAGE (this "Amendment") dated as of January 20, 2019 is made a part of that certain Construction Mortgage dated as of July 20, 2017 and recorded on August 24, 2017 with the Cook County Recorder of Deeds as Document No. 1723646283, as amended from time to time (collectively, the "Mortgage") given by 4152 Roosevelt, LLC, an Illinois limited liability company ("Grantor") to Hinsdale Bank & Trust Company ("Lender"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof, together with all equipment, fixtures and other personal property attached to such real estate (collectively, the "Property").

Unless otherwise set forth herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Mortgage.

1. NEW DEFINITIONS

The following new definitions are added to the "Definitions" section on pages 10 and 11 of the Mortgage:

"Commodity Exchange Act. The word "Commodity Exchange Act" shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

Excluded Swap Obligations. The word "Excluded Swap Obligations" shall mean with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

Swap Agreements. The word "Swap Agreement" means, individually, and the word "Swap Agreements" means, collectively, any interest rate, currency or commodity swap agreement, cap

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agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

Swap Obligation. The word “Swap Obligation” shall mean any Rate Management Obligation that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act, as amended from time to time.”

2. DEFINITION OF “INDEBTEDNESS”

The definition of “Indebtedness” on Page 11 of the Mortgage is amended to read as follows:

“Indebtedness. The word “Indebtedness” means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents (including, without limitation, any Swap Agreement or any Swap Obligation), together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor’s obligations of expenses incurred by Lender to enforce Grantor’s obligations under this Assignment, together with interest on such amounts as provided in this Assignment; provided, however, notwithstanding anything else contained in this definition, Excluded Swap Obligations are excluded from this definition. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.”

3. DEFINITION OF “RELATED DOCUMENTS”

The definition of “Related Documents” on Page 11 of the Mortgage is amended to read as follows:

“Related Documents. The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, Swap Agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.”

4. CONFLICT


In the event of a conflict or inconsistency between the provisions contained in the Mortgage and this Amendment, the provisions of this Amendment shall prevail.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, this Amendment has been executed and delivered on the date first set forth above.

GRANTOR:
4152 ROOSEVELT, LLC
By: 321 CENTER STREET L.L.C, its Manager

By: 
Name: Sebastian S. Palumbo
Title: Manager

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: THE WEST 100 FEET OF THE SOUTH 200 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 55 FEET TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 170 FEET OF LOT 36 IN OAKRIDGE ADDITION SUBDIVISION OF THE SOUTH 19 ACRES OF THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 25 FEET TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 170 FEET OF LOT 34 AND THE SOUTH 170 FEET OF LOT 35 IN OAKRIDGE ADDITION, BEING A SUBDIVISION OF THE SOUTH 17 ACRES OF THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 25 FEET TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE EAST 100 FEET OF THE WEST 250 FEET OF THE SOUTH 180 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 55 FEET THEREOF TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE EAST 50 FEET OF THE WEST 150 FEET OF THE NORTH 170 FEET OF THE SOUTH 200 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 25 FEET TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

Common Address: 4152 Roosevelt Road, Hillside, Illinois 60564

PIN: 15-17-413-019-0000; 15-17-413-020-0000; 15-17-413-021-0000; 15-17-413-062-0000