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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING SHOULD
RETURNED TO:

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CHICAGO, IL 60601



1914117002

Doc# 1914117002 Fee \$93.00

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/21/2019 09:04 AM PG: 1 OF 7

MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

This Modification of Mortgage and Security Agreement and Assignment of Rents and Leases dated as of April 23, 2019, is entered into by and between THE GLADYS L. LEZAK FAMILY LIMITED PARTNERSHIP ("Lezak Partnership"), MERLE LEZAK LIVING TRUST DATED JUNE 15, 2001 ("Merle Trust"), ALAN M. LEZAK LIVING TRUST DATED JUNE 15, 2001 ("Alan Trust"), and L & L PACKING COMPANY also d/b/a L & L Provision ("L&L"), jointly and severally (Lezak Partnership, Merle Trust, Alan Trust and L&L are herein individually and collectively called the "Borrower") ("Borrower") and WINTRUST BANK f/k/a NORTH SHORE COMMUNITY BANK & TRUST COMPANY ("Lender").

RECITALS

WHEREAS, pursuant to a Note Extension and Modification ("Note Extension and Modification") dated as of even date herewith the term of the Revolving Credit Note which is one of the notes included in the term Note in the Loan Documents as described below has been extended to October 1, 2020; and

WHEREAS, pursuant to a Term Note Modification ("Term Note Modification") dated as of even date herewith the Term Note which is one of the notes included in the term Note in the Loan Documents described below has been modified to change the interest rate therein and extend the term thereof to October 1, 2023; and

WHEREAS, the Note is secured by, among other things, the following "Loan Documents" executed by Borrower:

- 19137-42
- A. Mortgage and Security Agreement ("Mortgage") dated April 28, 2009 and recorded May 14, 2009 with the Cook County Recorder of Deeds as Document No. 0913433064 as amended by Modification of Mortgage and Security Agreement and Assignment of Rents and Leases dated as of April 30, 2014 and recorded April 29, 2014 with the Cook County Recorder of Deeds as Document No. 1411919069 as further amended by Modification of Mortgage and Security Agreement and Assignment of Rents and Leases dated as of September 30, 2015 and recorded

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October 8, 2015 with the Cook County Recorder of Deeds as Document No. 1528144051 as further amended by Modification of Mortgage and Security Agreement and Assignment of Rents and Leases dated as of June 8, 2017 and recorded August 23, 2107 with the Cook County Recorder of Deeds as Document No. 1723534023 on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein.

- B. Assignment of Rents and Leases ("Assignment of Rents") dated April 28, 2009 and recorded May 14, 2009 with the Cook County Recorder of Deeds as Document No. 0913433065 as amended by Modification of Mortgage and Security Agreement and Assignment of Rents and Leases dated as of April 30, 2014 and recorded April 29, 2014 with the Cook County Recorder of Deeds as Document No. 1411919069 as further amended by Modification of Mortgage and Security Agreement and Assignment of Rents and Leases dated as of September 30, 2015 and recorded October 8, 2015 with the Cook County Recorder of Deeds as Document No. 1528144051 as further amended by Modification of Mortgage and Security Agreement and Assignment of Rents and Leases dated as of June 8, 2017 and recorded August 23, 2107 with the Cook County Recorder of Deeds as Document No. 1723534023 on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein.

The above documents are hereinafter jointly referred to as the "Loan Documents."

WHEREAS, Borrower and Lender have agreed that the Loan Documents continue to secure the Note as so amended;

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth. All terms defined in the Loan Documents and not otherwise defined herein shall have the same definitions as in the Loan Documents when used herein.
2. All references in the Loan Documents to the Note shall be deemed to refer to the Note as amended by the Note Extension and Modification and the Term Note Modification. This does not constitute any amendment or modification of any other note incorporated within the definition of Note nor does it change the term or maturity thereof except as expressly set forth in the Note Extension and Modification or the Term Note Modification, as applicable.
3. The parties hereto intend this instrument to operate as an extension and modification of the Loan Documents and do not intend that a new mortgage or assignment of rents be created hereby.
4. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Loan Documents, except as specifically stated herein, and such Loan Documents shall otherwise remain in full force and effect and by the execution hereof Borrower reaffirms each

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and all of the representations, warranties, obligations, covenants and agreements of Borrower set forth in the Loan Documents.

5. In the event of a conflict or inconsistency between this Agreement and the Loan Documents, the terms herein shall supersede and govern.

6. This Agreement may be executed in any number of counterparts so long as each signatory hereto executes at least one such counterpart. Each such counterpart shall constitute one original, but all such counterparts taken together shall constitute one and the same instrument.

SIGNATURES APPEAR ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties hereto have executed this Modification of Mortgage and Security Agreement and Assignment of Rents and Leases as of the day and year first above written.

BORROWER:

THE GLADYS L. LEZAK FAMILY LIMITED PARTNERSHIP

By: [Signature]
Its: CO TRUSTEE

By: [Signature]
Its: Trustee CO TRUSTEE

LENDER:

WINTRUST BANK f/k/a NORTH SHORE COMMUNITY BANK & TRUST COMPANY

By: [Signature]
Its: SV

MERLE LEZAK LIVING TRUST DATED JUNE 15, 2001

By: [Signature]
Its: Trustee

ALAN M. LEZAK LIVING TRUST DATED JUNE 15, 2001

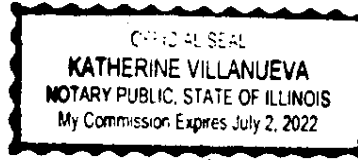
By: [Signature]
Its: Trustee

L & L PACKING COMPANY, an Illinois corporation

By: [Signature]
Its: PRESIDENT

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, KATHERINE VILLANUEVA a Notary Public in and for the County and State aforesaid, do hereby certify that JOEL LEZAK and REBECCA KOSH the Co-Trustees of The Gladys L. Lezak Family Limited Partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of APRIL, 2019.

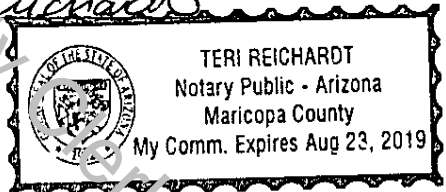
K Villanueva
Notary Public

STATE OF ILLINOIS AZ)
) SS.
COUNTY OF Maricopa)

I, Teri Reichardt a Notary Public in and for the County and State aforesaid, do hereby certify that Merle Lezak the Trustee of The Merle Lezak Living Trust Dated June 15, 2001, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of April, 2019.

Teri Reichardt
Notary Public

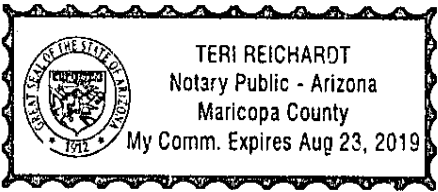


STATE OF ILLINOIS AZ)
) SS.
COUNTY OF Maricopa)

I, Teri Reichardt a Notary Public in and for the County and State aforesaid, do hereby certify that Alan Lezak the Trustee of The Alan M. Lezak Living Trust Dated June 15, 2001, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of April, 2019.

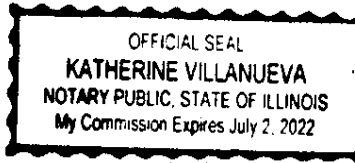
Teri Reichardt
Notary Public



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STATE OF ILLINOIS

COUNTY OF COOK



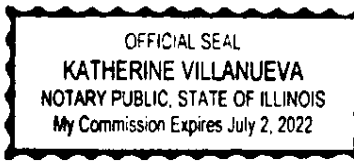
I, KATHERINE VILLANUEVA a Notary Public in and for the County and State aforesaid, do hereby certify that JOEL LEZAK the PRESIDENT of L & L Packing Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of APRIL, 2019.

Katherine Villanueva
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK



I, KATHERINE VILLANUEVA a Notary Public in and for the County and State aforesaid, do hereby certify that JONATHAN BLUME the SENIOR VICE PRESIDENT of Wintrust Bank, f/k/a North Shore Community Bank & Trust Company is personally known to me 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 for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of APRIL, 2019.

Katherine Villanueva
Notary Public

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOTS 44, 45 AND 46 IN RESUBDIVISION OF BLOCK 6 IN TAYLOR AND KREIGHS SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 17 IN PEARCE AND REYNOLD'S RESUBDIVISION OF BLOCK 6 IN TAYLOR AND KREIGHTS SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 9 TO 15 BOTH INCLUSIVE IN PEARCE AND REYNOLD'S RESUBDIVISION OF BLOCK 6 OF TAYLORS AND KREIGH'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOT 16 IN RESUBDIVISION OF BLOCK 6 IN TAYLOR AND KREIGHT'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1 TO 8 INCLUSIVE IN PEARCE AND REYNOLDS RESUBDIVISION OF BLOCK 6 OF TAYLOR AND KREIGH'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 6:

LOT 38 IN PEARCE AND REYNOLDS RESUBDIVISION OF BLOCK 6 OF TAYLOR AND KREIGH'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7:

LOT 44 IN THE SUBDIVISION OF LOTS 3 TO 10, BOTH INCLUSIVE, IN BLOCK 3 OF TAYLOR AND KREIGH'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN Numbers: 20-04-115-048-0000; 20-04-115-012-0000; 20-04-115-037-0000; 20-04-115-047-0000; 20-04-115-043-0000; 20-04-115-044-0000; 20-04-115-045-0000; 20-04-115-013-0000; 20-04-110-032-0000.

COMMON ADDRESSES:

4100 S. Normal Street, Chicago, IL
520 W. Root Street, Chicago, IL
506 W. Root Street, Chicago, IL
500 W. Root Street, Chicago, IL
524 W. 41st Street, Chicago, IL

541 W. 41st Street, Chicago, IL
521 W. 41st Street Chicago, IL
504 W. Root Street, Chicago, IL
539 W. 41st Street, Chicago, IL