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Attn.: Maria Milutinovic
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Suite 2850
Chicago, IL 60603

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/22/2019 03:50 PM PG: 1 OF 9

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MODIFICATION OF SECURITY DOCUMENTS

17SA9724028LFE, (L), MM 1 of 1

Chicago Title

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

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First Financial Bank

Borrower: CP-3310 Elston LLC; Akron Elston LLC; BK-Elston LLC and PK-Elston LLC

Loan Numbers: 820113792

Cross Reference: Instrument No. 1800244034; Instrument No. 1800244035

MODIFICATION OF SECURITY DOCUMENTS

THIS MODIFICATION OF SECURITY DOCUMENTS ("Modification"), entered into as of November 21, 2019, by and among CP-3310 ELSTON LLC, an Illinois limited liability company ("CP"), AKRON ELSTON LLC, an Illinois limited liability company ("AE"), BK-ELSTON LLC, an Illinois limited liability company ("BK") and PK-ELSTON LLC, an Illinois limited liability company ("PK"; together with CP, AE and BK, hereinafter collectively referred to as the "Mortgagor"), and FIRST FINANCIAL BANK, an Ohio state chartered bank, its successors and assigns (the "Mortgagee").

WITNESSETH THAT:

WHEREAS, pursuant to the terms and conditions of that certain Loan Agreement dated December 29, 2017, by and among Mortgagor and Mortgagee (the "Original Agreement"), Mortgagee agreed to extend to Mortgagor certain financial accommodations in the original principal amount of Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) (the "Original Loan").

WHEREAS, the Loan was evidenced by that certain Non-Revolving Credit Note dated December 29, 2017, in the original principal amount of Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) (the "Original Note").

WHEREAS, concurrently herewith, Mortgagor and Lender have entered into a certain Amendment No. 1 Loan Agreement (the "Amendment"), which Amendment amends the Original Agreement.

WHEREAS, concurrently herewith, Mortgagor has entered into that certain Amended and Restated Non-Revolving Credit Note (the "Note") in the original principal amount of Four Million Seventy-One Thousand Four Hundred Fifty-One and No/100 Dollars (\$4,071,451.00) (the "Loan"), which Note completely amends and restates the Original Note in its entirety.

WHEREAS, as of December 29, 2017, to secure the Loan, Mortgagor executed for the benefit of Mortgagee that certain Mortgage and Security Agreement which was recorded January 2, 2018 as Instrument No. 1800244034, in the office of the Recorder of Deeds of Cook County, Illinois (as such instrument may have been previously modified, "Mortgage");

WHEREAS, as of December 29, 2017, to secure the Loan, Mortgagor executed for the benefit of Mortgagee that certain Assignment of Rents and Leases which was recorded January 2, 2018 as Instrument No. 1800244035, in the office of the Recorder of Deeds of Cook County, Illinois (as such

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instrument may have been previously modified, "Assignment") (the Mortgage and the Assignment, being referred to herein together as the "Security Documents");

WHEREAS, Mortgagor and Mortgagee wish to amend the Security Documents in accordance with the terms as set forth in this Modification; and

WHEREAS, the meanings of all defined terms in the Security Documents shall have the same meanings when used herein, except as otherwise set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. From and after the date hereof, the defined term "Loan" as used in the Security Documents shall mean the Loan as defined herein.
2. Mortgagor hereby represents and warrants to Mortgagee that all representations and warranties of Mortgagor as set forth in the Security Documents are true and correct as of the date hereof.
3. Except as herein modified, all terms, provisions, covenants, representations, warranties, and conditions of the Security Documents and all other instruments and documents described therein and/or executed by Mortgagor in connection with the indebtedness secured by the Mortgage, as herein modified, remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

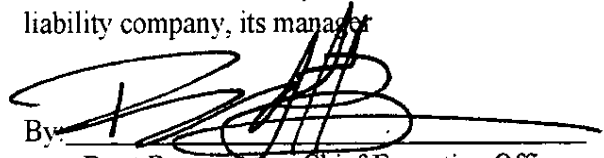
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MORTGAGOR SIGNATURE PAGE – MODIFICATION OF SECURITY DOCUMENTS

MORTGAGOR:

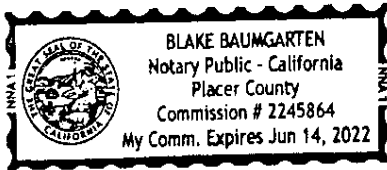
CP-3310 ELSTON LLC

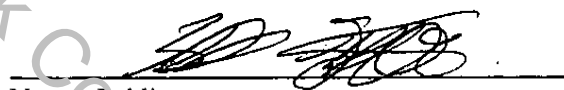
By: Coastal Partners LLC, a California limited liability company, its manager

By: 
Brett Baumgarten, Chief Executive Officer

STATE OF CALIFORNIA)
) SS:
COUNTY OF PLACER)

Before me, the undersigned, a Notary Public, personally appeared Brett Baumgarten, the Chief Executive Officer of Coastal Partners LLC, a California limited liability company, the manager of CP-3310 Elston LLC, an Illinois limited liability company, and acknowledged execution of the foregoing instrument on behalf of the entity this day of November, 2019.




Notary Public

BLAKE BAUMGARTEN
Printed

My Commission Expires:
 JUNE 14, 2022

My County of Residence is:
 PLACER

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MORTGAGOR SIGNATURE PAGE – MODIFICATION OF SECURITY DOCUMENTS

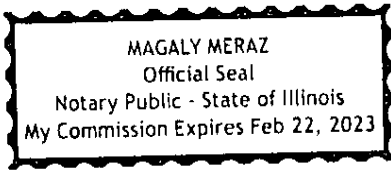
MORTGAGOR:

PK-ELSTON LLC

By: *Penny Keeshin*
Penny Keeshin, Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, the undersigned, a Notary Public, personally appeared Penny Keeshin, the Manager of PK-Elston LLC, an Illinois limited liability company, and acknowledged execution of the foregoing instrument on behalf of the entity this 12 day of November, 2019.



Magaly Meraz
Notary Public

MAGALY MERAZ
Printed

My Commission Expires:
FEB. 22, 2023

My County of Residence is:
COOK

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MORTGAGEE SIGNATURE PAGE – MODIFICATION OF SECURITY DOCUMENTS

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective as of the date first above written.

MORTGAGEE:

FIRST FINANCIAL BANK, an Ohio state chartered bank,

By: *Jeffrey Cartwright*
Jeffrey Cartwright, Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey Cartwright, known to me be an Senior Vice President of **FIRST FINANCIAL BANK**, an Ohio state chartered bank, and acknowledged the execution of the foregoing for and on behalf of said bank.

Witness my hand and Notarial Seal, this 19th day of November, 2019.



JOANN M YENSEL Notary Public
Marion County, State of Indiana
My Commission Expires June 6, 2024

Joann M Yensel
Notary Public - Signature

Notary Public – Printed

My Commission Expires:

My County of Residence:

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. John B. Baxter

This instrument prepared by John B. Baxter, Attorney at Law, Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 1 THROUGH 14, BOTH INCLUSIVE, IN BLOCK 1 IN S. E. GROSS UNTER DEN LINDEN ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART LYING SOUTHWEST OF CENTER OF ELSTON ROAD OF SOUTH 18.787 CHAINS OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD AND EXCEPT 1 ACRE IN SOUTHEAST CORNER OF SAID TRACT) IN COOK COUNTY, ILLINOIS.

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