



Doc# 2035334090 Fee \$137.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/18/2020 03:54 PM PG: 1 OF 18

This Instrument Was Prepared by, and After Recording, Return To: John F. Halula, Esq. Holland & Knight LLP 701 Brickell Avenue, 33rd Floor Miami, Florida 33131

SECOND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

This Second Modification of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage Modification") is executed as of the 28th day of October, 2020 by and among SVAP GOLF MILL RETAIL, L.P. and SVAP GOLF MILL OFFICE, L.P., each a Delaware limited partnership (jointly, severally and collectively, herein referred to as the "Initial Mortgagors") whose address is 302 Datura Street, Suite 100, West Palm Beach, Florida 33401, Attention: Chief Financial Officer, SVAP GOLF MILL RETAIL II, L.P., a Delaware limited partnership ("Additional Mortgagor"; and together with the Initial Mortgagors, the "Mortgagor"), whose address is 302 Datura Street, Suite 100, West Palm Beach, Florida 33401, Attention: Chief Financial Officer, and JPMORGAN CHASE BANK, N.A., a national banking association ("Mortgagee"), in its capacity as Administrative Agent for the benefit of the Lenders (as hereinafter defined), whose address is 700 North Pearl Street, 13th Floor, Dallas, TX 75201, Attention: Manager, Real Estate Group.

RECITALS

A. As more fully provided in that certain Term Loan and Security Agreement executed as of October 28, 2016 by and among Initial Mortgagors, certain lenders party thereto (collectively, the "Lenders") and Mortgagee, as modified by a First Amendment to Term Loan and Security Agreement executed as of October 28, 2019 by and among Mortgagor, Mortgagee, and the Lenders party thereto (collectively, the "Loan Agreement"), Lenders agreed to make a term loan to Initial Mortgagors in the initial principal amount of up to \$49,000,000.00 (the "Loan"). The Loan is currently evidenced by an Amended and Restated Promissory Note executed as of October 28, 2019 by Mortgagor in favor of Lender and in the stated principal amount of \$31,000,000.00 (the "Prior Note").

B. Mortgagor's obligations under the Loan Agreement and Prior Note are secured inter alia by a Mortgage, Assignment, Security Agreement and Fixture Filing executed as of October 28, 2016 by Initial Mortgagors in favor of Mortgagee, and recorded as Document # 1630519081, of the Recorder of Deeds of Cook County, Illinois, as modified by a Partial Release of Mortgage recorded February 19, 2019 as Document #1905041035, with the Recorder of Deeds of Cook County, Illinois, a First Modification of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, and Spreader Agreement executed as of October 28, 2019 by Mortgagor and Mortgagee, and recorded as Document # 1931834118, with the Recorder of Deeds of Cook County, Illinois, and a Partial Release of Mortgage recorded December 2, 2019 as Document #1933616045, with the Recorder of Deeds of Cook County, Illinois (collectively, the "Mortgage"), which encumbers the property described on Exhibit "A" attached hereto.

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C. Mortgagor has requested certain modifications to the Loan terms which Lenders are willing to do. In connection with the such loan modification, (i) Mortgagor, Mortgagee, and Lenders have executed of even date herewith a Second Amendment to Term Loan and Security Agreement (the "**Second Amendment**"), and (ii) Mortgagor has executed of even date herewith a Second Amended and Restated Promissory Note in favor of Lender, in the stated principal amount of \$27,553,046.97 (the "**A&R Note**"), which amends and restates the Prior Note, without enlargement.

D. In connection with the execution of the Second Amendment and the A&R Note, Mortgagor and Mortgagee desire hereby to modify the Mortgage as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference as if set forth at length.
2. The Mortgage is hereby modified such that it now secures the A&R Note (defined in Recital C above), to the same extent and with the same force and effect as if the A&R Note had been executed and delivered by Mortgagor to Lenders at the time of the execution and delivery of the Mortgage.
3. All references in the Mortgage to the term "Loan" shall hereinafter be deemed to mean the loan in the current principal amount of \$27,553,046.97 made by Lenders to Borrower as evidenced by the A&R Note (defined in Recital C above).
4. All references in the Mortgage to the term "Loan Agreement" shall hereinafter be deemed to mean the Loan Agreement (defined in Recital A above) as modified by the Second Amendment (defined in Recital C above), as the same may be amended, modified or extended from time to time.
5. All references in the Mortgage to the term "Note" shall hereinafter be deemed to mean the A&R Note (as defined in Recital C above), as the same may be amended, modified or extended from time to time.
6. Mortgagor represents and warrants to Mortgagee that all of the representations and warranties contained in the Mortgage are true and correct as the date hereof.
7. Mortgagor acknowledges that it has no defenses, counterclaims or offsets with respect to any of its obligations contained in the Mortgage, as modified hereby.
8. This Mortgage Modification shall not be construed as a waiver, express or implied, of any of Mortgagee's rights contained in the Mortgage, as modified hereby.
9. The Mortgage hereby remains unchanged and in full force and effect except as modified hereby and Mortgagor hereby ratifies and reaffirms all of the terms thereof. This

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Mortgage Modification shall not be deemed a novation of all or any portion of the Mortgage or the liens created thereby.

10. This Mortgage Modification may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

11. This Mortgage Modification shall be governed by the laws of the State of Illinois without reference to conflict of laws principles.

[Signature page to follow]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Second Modification of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing to be executed as of the day and year first hereinbefore written.

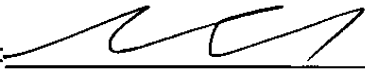
“MORTGAGOR”

SVAP GOLF MILL RETAIL, L.P.,
a Delaware limited partnership

By: SVAP Golf Mill Retail GP, LLC,
a Delaware limited liability company,
its general partner

By: SVAP Golf Mill, L.P.,
a Delaware limited partnership,
its manager

By: SVAP GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: **Greg Moross**
Title: **Vice President**

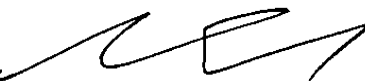


SVAP GOLF MILL OFFICE, L.P.,
a Delaware limited partnership

By: SVAP Golf Mill Office GP, LLC,
a Delaware limited liability company,
its general partner

By: SVAP Golf Mill, L.P.,
a Delaware limited partnership,
its manager

By: SVAP GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: **Greg Moross**
Title: **Vice President**



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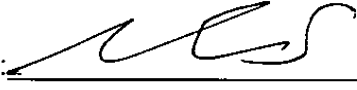
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SVAP GOLF MILL RETAIL II, L.P.,
a Delaware limited partnership

By: SVAP Golf Mill Retail GP II, LLC,
a Delaware limited liability company,
its general partner

By: SVAP Golf Mill, L.P.,
a Delaware limited partnership,
its manager

By: SVAP GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: **Greg Moross**
Title: **Vice President**



Property of Cook County Clerk's Office

“MORTGAGEE”

JPMorgan Chase Bank, N.A.,
a national banking association

By: _____
Nancy A. Deyirmenjian, Vice President

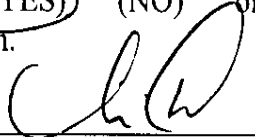
[Notary acknowledgments to follow]

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ACKNOWLEDGMENTS

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of December, 2020, by Greg Moross, as Vice President of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the manager of SVAP Golf Mill Retail GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill Retail, L.P., a Delaware limited partnership, on behalf of SVAP Golf Mill Retail, L.P. Such person is personally known to me (YES) (NO) or has produced _____ as identification.



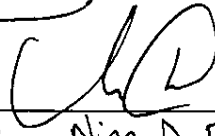
Printed Name: Nina D. Finn
Notary Public
Serial Number (if any): GG361544
My Commission Expires: 8/1/2023



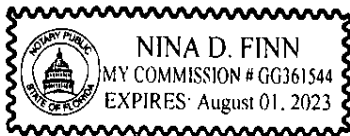
(NOTARY SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of December, 2020, by Greg Moross, as Vice President of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the manager of SVAP Golf Mill Office GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill Office, L.P., a Delaware limited partnership, on behalf of SVAP Golf Mill Office, L.P. Such person is personally known to me (YES) (NO) or has produced _____ as identification.



Printed Name: Nina D. Finn
Notary Public
Serial Number (if any): GG361544
My Commission Expires: 8/1/2023

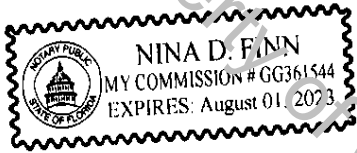
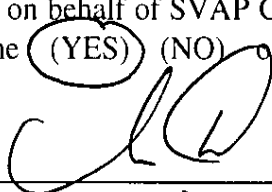


(NOTARY SEAL)

UNOFFICIAL COPY

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of December, 2020, by Greg Morsi, as Vice President of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the manager of SVAP Golf Mill Retail GP II, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill Retail II, L.P., a Delaware limited partnership, on behalf of SVAP Golf Mill Retail II, L.P. Such person is personally known to me (YES) (NO) or has produced _____ as identification.



Printed Name: Nina D. Finn
Notary Public
Serial Number (if any): GG361544
My Commission Expires: 8/1/2023

(NOTARY SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2020, by _____, as _____ of JPMorgan Chase Bank, N.A., on behalf of the bank. Such person is personally known to me (YES) (NO) or who has produced _____ as identification.

Printed Name: _____
Notary Public
Serial Number (if any): _____
My Commission Expires: _____

(NOTARY SEAL)

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SVAP GOLF MILL RETAIL II, L.P.,
a Delaware limited partnership

By: SVAP Golf Mill Retail GP II, LLC,
a Delaware limited liability company,
its general partner

By: SVAP Golf Mill, L.P.,
a Delaware limited partnership,
its manager


By: SVAP GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name:
Title:

Property of Cook County Clerk's Office

"MORTGAGEE"

JPMorgan Chase Bank, N.A.,
a national banking association

By: 
Nancy A. Deyirmenjian, ~~Authorized Signatory~~
Authorized Officer

[Notary acknowledgments to follow]

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STATE OF FLORIDA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2020, by _____, as _____ of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the manager of SVAP Golf Mill Retail GP II, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill Retail II, L.P., a Delaware limited partnership, on behalf of SVAP Golf Mill Retail II, L.P. Such person is personally known to me (YES) (NO) or has produced _____ as identification.

Printed Name: _____
Notary Public
Serial Number (if any): _____

My Commission Expires: _____

(NOTARY SEAL)

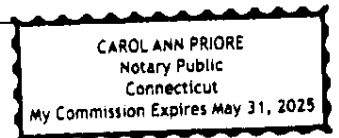
Connecticut
STATE OF ~~NEW YORK~~)
) SS: *Greenwich*
COUNTY OF *Fairfield*)

The foregoing instrument was acknowledged before me this 4th day of December, 2020, by Nancy A. Deyirmenjian, an ~~Authorized Signatory~~ *Authorized Signatory* of JPMorgan Chase Bank, N.A., on behalf of the bank. Such person is personally known to me (YES) (NO) or who has produced Ct. Driver License as identification.

Carol Ann Priore
Printed Name: Carol Ann Priore
Notary Public
Serial Number (if any): _____

My Commission Expires: _____

(NOTARY SEAL)



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Exhibit "A"

Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH IS THE INTERSECTION OF THE CENTER LINE OF GOLF ROAD AND THE CENTER LINE OF GREENWOOD AVENUE; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 1150.00 FEET TO A POINT; THENCE ON AN ASSUMED BEARING OF NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 52.88 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE AS DEDICATED NOVEMBER 21, 1932 BY DOCUMENT 11167090, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 320.51 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.80 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 37.56 FEET TO THE NORTHWESTERLY CORNER OF A BRICK BUILDING OCCUPIED BY A SEARS ROEBUCK RETAIL STORE; THENCE NORTH 71 DEGREES 01 MINUTES 33 SECONDS EAST ALONG THE NORTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 154.76 FEET TO A POINT; THENCE NORTH 11 DEGREES 48 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 78 DEGREES 27 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO A POINT; THENCE NORTH 12 DEGREES 35 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 0.99 FEET TO A POINT; THENCE NORTH 76 DEGREES 04 MINUTES 43 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.53 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.37 FEET TO A POINT; THENCE NORTH 70 DEGREES 35 MINUTES 38 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 42 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.53 FEET TO A POINT; THENCE NORTH 74 DEGREES 19 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE NORTH 18 DEGREES 51 MINUTES 04 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE NORTH 71 DEGREES 03 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 30.44 FEET TO A POINT; THENCE SOUTH 18 DEGREES 48 MINUTES 28 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.95 FEET TO A POINT;

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THENCE NORTH 67 DEGREES 24 MINUTES 28 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.78 FEET TO A POINT; THENCE NORTH 19 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.49 FEET TO A POINT; THENCE NORTH 70 DEGREES 32 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.85 FEET TO A POINT; THENCE SOUTH 18 DEGREES 55 MINUTES 41 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.43 FEET TO A POINT; THENCE NORTH 66 DEGREES 02 MINUTES 52 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE SOUTH 20 DEGREES 04 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.05 FEET TO A POINT; THENCE NORTH 63 DEGREES 28 MINUTES 27 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.50 FEET TO A POINT; THENCE SOUTH 25 DEGREES 26 MINUTES 36 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 01 MINUTES 14 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 50.75 FEET TO THE NORTHEASTERLY CORNER OF SAID BRICK BUILDING; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 36.00 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 40.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 338.03 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, SAID POINT BEING 55.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 36 DEGREES 24 MINUTES 03 SECONDS WEST ALONG A LINE 55.00 FEET SOUTHWESTERLY OF AND PARALLEL TO SAID CENTER LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 859.03 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING NORTH 64 DEGREES 21 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 97.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 47 MINUTES 00 SECONDS WEST ALONG A LINE 55.00 FEET SOUTH OF AND PARALLEL TO THE CENTER LINE OF GOLF ROAD, FOR A DISTANCE OF 421.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING SOUTH 43 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 76.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF GREENWOOD AVENUE FOR A DISTANCE OF 1031.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN GOLF MILL MALL PANERA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 2018 AS DOCUMENT 1825545008, IN COOK COUNTY, ILLINOIS.

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LESS AND EXCEPT:

LOT 1 IN THE PLAT OF RESUBDIVISION OF LOT 1 OF GOLF MILL MALL PANERA SUBDIVISION, BEING LOCATED IN PART OF THE NORTH ½ OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 2019 AS DOCUMENT 1933616048, IN COOK COUNTY ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID QUARTER SECTION WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 233.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 68 DEGREES 49 MINUTES 10 SECONDS, MEASURED FROM WEST TO NORTHWEST FROM THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14, FOR A DISTANCE OF 76.15 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 123 DEGREES 54 MINUTES 20 SECONDS, MEASURED FROM THE SOUTHEAST TO THE NORTHEAST FROM THE LAST DESCRIBED LINE, FOR A DISTANCE OF 57.38 FEET TO AN INTERSECTION WITH A LINE PARALLEL TO THE SOUTH LINE OF THE AFORESAID NORTHEAST ¼ OF SECTION 14, WHICH IS 132 FEET NORTHWESTERLY THEREFROM, AS MEASURED ALONG THE CENTER LINE OF MILWAUKEE AVENUE, THENCE EAST ALONG SAID PARALLEL LINE, THIS LINE ALSO BEING THE NORTH LINE OF LAND CONVEYED TO THE EVANGELICAL LUTHERAN ST. MATHAUS GEMEINDE OF THE TOWN OF MAINE, BY QUIT CLAIM DEED DATED MARCH 17, 1947 AND RECORDED AS DOCUMENT 14022778, FOR A DISTANCE OF 116.59 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AS DESCRIBED ON A QUIT CLAIM DEED DATED JUNE 29, 1961 AND RECORDED AS DOCUMENT 18316718; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 89.68 FEET TO A POINT ON THE SOUTHERLY LINE OF MARYLAND STREET AS DEDICATED SEPTEMBER 30, 1959 BY DOCUMENT 1888825; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF MARYLAND STREET FOR A DISTANCE OF 213.57 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 70.00 FEET FOR A DISTANCE OF 77.60 FEET TO A POINT ON THE NORTH LINE OF CHURCH STREET AS VACATED BY DOCUMENT 18363273; THENCE SOUTHERLY TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 A DISTANCE OF 40.03 FEET; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 14 FOR A DISTANCE OF 149.55 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED 50.00 FEET EAST AND 40.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; PROCEED NORTHERLY ALONG A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4, 393.31 FEET TO A POINT; THENCE PROCEED NORTHEASTERLY 109 DEGREES 00 MINUTES COUNTERCLOCKWISE FROM THE AFORESAID LINE, 276.39 FEET TO A POINT; THENCE PROCEED SOUTHERLY 236.53 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 TO A POINT; THENCE PROCEED EASTERLY ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 73.98 FEET TO A POINT; THENCE PROCEED SOUTHERLY ALONG A LINE PARALLEL TO THE AFORESAID WEST LINE OF THE SOUTHEAST 1/4, 236.43 FEET TO A POINT IN THE NORTH LINE OF CHURCH STREET; THENCE PROCEED WESTERLY ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 335.54 FEET TO A POINT, THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGE OF USE, INGRESS AND RIGHT-OF-WAY FOR PEDESTRIAN AND AUTOMOTIVE PURPOSES, AND FOR PARKING AND PUBLIC AND PRIVATE UTILITY PURPOSES CREATED AND GRANTED AS APPURTENANCES TO PARCELS 1, 2, AND 4 DESCRIBED ABOVE IN AND BY THE AMENDED AND RESTATED AGREEMENT DATED AS OF FEBRUARY 21, 1985 BY AND BETWEEN MILWAUKEE GOLF DEVELOPMENT COMPANY AND SEARS, ROEBUCK AND CO. WHICH WAS RECORDED ON THE 18TH DAY OF MARCH, 1985 AS DOCUMENT NO. 27477633 AND FILED MARCH 18, 1985 AS DOCUMENT NO. LR 3424765, AS AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT DATED OCTOBER 23, 1997 AND RECORDED NOVEMBER 14, 1997 AS DOCUMENT 97855177 AND BY ASSIGNMENT OF RIGHTS IN AND TO EASEMENTS AND AGREEMENTS BY MILWAUKEE GOLF SHOPPING CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY IN FAVOR OF SVAP GOLF MILL RETAIL, L.P., A DELAWARE LIMITED PARTNERSHIP RECORDED AUGUST 21, 2014 AS DOCUMENT NUMBER 1423316041.

PARCEL 6:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 14; THENCE ON AN ASSUMED BEARING OF DUE NORTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF

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SECTION 14 (ALSO BEING THE CENTERLINE OF GREENWOOD AVENUE) FOR A DISTANCE OF 764.66 FEET TO A POINT; THENCE DUE EAST FOR A DISTANCE OF 817.41 FEET TO A POINT; SAID POINT BEING THE CENTER OF A CIRCLE OF RADIUS 45.00 FEET, THE CIRCUMFERENCE OF SAID CIRCLE BOUNDING THE AREA THAT IS DESCRIBED HEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 6A:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 6 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 23, 1998, BY AND BETWEEN MILWAUKEE GOLF DEVELOPMENT COMPANY LLC AND MILWAUKEE GOLF REALTY COMPANY LLC AND RECORDED JULY 10, 1998 AS DOCUMENT NUMBER 98594393, AND ASSIGNMENT OF RIGHTS IN AND TO EASEMENT AGREEMENT BY MILWAUKEE GOLF REALTY COMPANY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IN FAVOR OF SVAP GOLF MILL OFFICE, L.P. A DELAWARE LIMITED PARTNERSHIP RECORDED AUGUST 7, 2014 AS DOCUMENT NUMBER 1423316040, FOR THE PURPOSE OF INGRESS AND EGRESS.

PARCEL 7

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THAT PART OF BLOCK 2 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED DECEMBER 12, 1940 AS DOCUMENT 12593211, DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT IN THE CENTERLINE OF GREENWOOD AVENUE 1150.00 FEET SOUTH OF THE CENTERLINE OF GOLF ROAD; THENCE ON AN ASSUMED BEARING OF NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 52.88 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE AS DEDICATED NOVEMBER 21, 1932 BY DOCUMENT 11167090, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 320.51 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.80 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 37.56 FEET TO THE NORTHWESTERLY CORNER OF A BRICK BUILDING OCCUPIED BY A SEARS RETAIL STORE; THENCE NORTH 71 DEGREES 01 MINUTES 33 SECONDS EAST ALONG THE NORTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 154 FEET TO A POINT; THENCE NORTH 11 DEGREES 48 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 78 DEGREES 27 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO

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A POINT; THENCE NORTH 12 DEGREES 35 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 0.99 FEET TO A POINT; THENCE NORTH 76 DEGREES 04 MINUTES 43 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.53 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.37 FEET TO A POINT; THENCE NORTH 70 DEGREES 35 MINUTES 38 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 42 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.53 FEET TO A POINT; THENCE NORTH 74 DEGREES 19 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE NORTH 18 DEGREES 51 MINUTES 04 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE NORTH 71 DEGREES 03 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 30.44 FEET TO A POINT; THENCE SOUTH 18 DEGREES 48 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.95 FEET TO A POINT; THENCE NORTH 67 DEGREES 24 MINUTES 28 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.78 FEET TO A POINT; THENCE NORTH 19 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.49 FEET TO A POINT; THENCE NORTH 70 DEGREES 32 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.85 FEET TO A POINT; THENCE SOUTH 18 DEGREES 55 MINUTES 41 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.43 FEET TO A POINT; THENCE NORTH 66 DEGREES 02 MINUTES 52 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE SOUTH 20 DEGREES 04 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 7.05 FEET TO A POINT; THENCE NORTH 63 DEGREES 28 MINUTES 27 SECONDS EAST, ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.50 FEET TO A POINT; THENCE SOUTH 25 DEGREES 26 MINUTES 36 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 01 MINUTES 14 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 50.75 FEET TO THE NORTHEASTERLY CORNER OF SAID BRICK BUILDING; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 36.00 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 40.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 338.03 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE; SAID POINT BEING 55.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MILWAUKEE AVENUE; THENCE SOUTH 36 DEGREES 24 MINUTES 03 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 49.17 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE

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SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, SAID LINE BEING ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5400.37 FEET AND A CHORD BEARING SOUTH 34 DEGREES 19 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 392.10 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE LAND CONVEYED BY MILWAUKEE GOLF DEVELOPMENT CORPORATION, TO SEARS ROEBUCK AND COMPANY BY WARRANTY DEED DATED APRIL 12, 1957 AND RECORDED APRIL 26, 1957 AS DOCUMENT 16887721, IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR COOK COUNTY, ILLINOIS; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF THE LAND CONVEYED BY DEED DATED APRIL 12, 1957 FOR A DISTANCE OF 456.31 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 97.06 FEET TO A POINT; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 36.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK BUILDING OCCUPIED BY A SEARS ROEBUCK RETAIL STORE; THENCE SOUTH 71 DEGREES 04 MINUTES 44 SECONDS WEST ALONG THE SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 50.86 FEET TO A POINT; THENCE SOUTH 12 DEGREES 37 MINUTES 40 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 4.95 FEET TO A POINT; THENCE SOUTH 78 DEGREES 20 MINUTES 39 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 25.46 FEET TO A POINT; THENCE SOUTH 13 DEGREES 19 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 1.19 FEET TO A POINT; THENCE SOUTH 76 DEGREES 09 MINUTES 58 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 25.54 FEET TO A POINT; THENCE SOUTH 18 DEGREES 40 MINUTES 02 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 3.44 FEET TO A POINT; THENCE SOUTH 71 DEGREES 36 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 2.80 FEET TO A POINT; THENCE NORTH 17 DEGREES 11 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 2.54 FEET TO A POINT; THENCE NORTH 74 DEGREES 42 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 23.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 08 MINUTES 37 SECONDS EAST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 4.00 FEET TO A POINT; THENCE SOUTH 71 DEGREES 20 MINUTES 19 SECONDS WEST ALONG SAID SOUTHERLY FACE FOR A DISTANCE OF 30.46 FEET TO A POINT; THENCE NORTH 18 DEGREES 24 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE SOUTH 68 DEGREES 07 MINUTES 09 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 19 SECONDS EAST ALONG SAID SOUTHERLY FACE OF A BUILDING FOR A DISTANCE OF 2.48 FEET TO A POINT; THENCE SOUTH 70 DEGREES 02 MINUTES 43 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.75 FEET TO A POINT; THENCE NORTH 19 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.00 FEET TO A POINT; THENCE SOUTH 65 DEGREES 53 MINUTES 12 SECONDS WEST ALONG SAID

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SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE NORTH 22 DEGREES 18 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.10 FEET TO A POINT; THENCE SOUTH 63 DEGREES 32 MINUTES 35 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO A POINT; THENCE NORTH 27 DEGREES 11 MINUTES 53 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 5.96 FEET TO A POINT; THENCE SOUTH 70 DEGREES 58 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 78.18 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK BUILDING; THENCE CONTINUING SOUTH 70 DEGREES 58 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY FACE OF A BRICK WALL FOR A DISTANCE OF 57.86 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK WALL; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 69.29 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 97.06 FEET TO A POINT; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 453.76 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF GREENWOOD AVENUE FOR A DISTANCE OF 449.49 FEET TO THE POINT OF BEGINNING.

PARCEL 8

THE NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGE OF USE, INGRESS AND RIGHT-OF-WAY FOR PEDESTRIAN AND AUTOMOTIVE PURPOSES, AND FOR PARKING AND PUBLIC AND PRIVATE UTILITY PURPOSES CREATED AND GRANTED AS APPURTENANCES TO PARCEL 1 DESCRIBED ABOVE IN AND BY THE AMENDED AND RESTATED AGREEMENT DATED AS OF FEBRUARY 21, 1985 BY AND BETWEEN MILWAUKEE GOLF DEVELOPMENT COMPANY AND SEARS, ROEBUCK AND CO. WHICH WAS RECORDED ON THE 18TH DAY OF MARCH, 1985 AS DOCUMENT NO. 27477633 AND FILED MARCH 18, 1985 AS DOCUMENT NO. LR 1424765, AS AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT DATED OCTOBER 23, 1997 AND RECORDED NOVEMBER 14, 1997 AS DOCUMENT 97855177 AND BY ASSIGNMENT OF RIGHTS IN AND TO EASEMENTS AND AGREEMENTS BY MILWAUKEE GOLF SHOPPING CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY IN FAVOR OF SVAP GOLF MILL RETAIL, L.P., A DELAWARE LIMITED PARTNERSHIP RECORDED AUGUST 21, 2014 AS DOCUMENT NUMBER 1423316041.

PINs and Common Addresses:

09-14-108-013-0000 (9109 Greenwood Avenue, Niles, Illinois 60714)
 09-14-108-020-0000 (9101 Greenwood Avenue, Niles, Illinois 60714)
 09-14-108-021-0000 (9101 Greenwood Avenue, Niles, Illinois 60714)
 09-14-108-024-0000 (139 Golf Mill Center, Niles, Illinois 60714)
 09-14-112-020-0000 (500 West Golf Road, Niles, Illinois 60714)

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- 09-14-112-015-0000 (520 Golf Road, Niles, Illinois 60714)
- 09-14-112-019-0000 (590 West Golf Road, Niles, Illinois 60714)
- 09-14-202-007-0000 (9206 Milwaukee Avenue, Niles, Illinois 60714)
- 09-14-108-012-000 (9101 Greenwood Avenue, Niles, Illinois 60714)
- 09-14-112-009-0000 (400 Golf Mill Center, Niles, Illinois 60714)

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