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Karen A. Yarbrough
Cook County Clerk
Date: 09/22/2021 03:59 PM Pg: 1 of 7

Recording Requested By and
When Recorded Mail to:

Dykema Gossett PLLC
10 S. Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Diana X. Tsai

01146-32356

(Space Above This Line For Recorder's Use)

MODIFICATION AGREEMENT (Mortgage)

This Modification Agreement (Mortgage) (this "Modification Agreement") is executed and made effective as of September 10, 2021, by SCN Investments, LLC 21 Rand, an Illinois series limited liability company ("Mortgagor"), and Bank of America, N.A. (and along with its successors, assigns and affiliates, "Mortgagee").

Recitals

A. Mortgagor and Mortgagee are parties to that certain Term Loan Agreement dated April 21, 2015, (as amended, modified, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Mortgagee made available to Mortgagor a certain term loan in the original principal amount of \$6,480,000.00 (the "Existing Loan"), as evidenced by that certain Promissory Note dated as of April 21, 2015, executed and delivered by Mortgagor and payable to the order of Mortgagee in the original principal amount of \$6,480,000.00, as heretofore amended from time to time (as so amended, the "Existing Note"). The current outstanding principal balance of the Existing Loan is \$5,156,628.18 (the "Outstanding Existing Loan Balance") as of August 26, 2021.

B. The Existing Loan is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, restated, renewed, increased, supplemented or otherwise modified and in effect from time to time, the "Mortgage") (executed by Mortgagor for the benefit of Mortgagee, dated as of April 21, 2015, and recorded on April 24, 2015 as Document No. 1511457143 in the Official Records of the Cook County, Illinois. The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

C. Currently herewith, pursuant to that certain Fifth Amendment to Term Loan Agreement and Other Loan Documents dated as of the date hereof by and among Mortgagor, Mortgagee and the guarantor parties thereto (the "Loan Amendment", the Existing Loan Agreement, as amended and modified by the Loan Amendment, and as the same may be further amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), Mortgagee shall extend and/or continue to extend to Mortgagor, certain loans and credit accommodations, including a consolidated term loan in the aggregate principal amount of \$5,556,628.00 (the "Loan"), which Loan consolidates the current outstanding balances of the Existing Loan, and a new term loan made by Mortgagee to Mortgagor in the original principal amount of \$399,999.82 (such new term loan is referred

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to as the "Incremental Term Loan"), and is evidenced by that certain Third Amended and Restated Promissory Note dated as of the date hereof executed by Mortgagor and made payable to the order of Mortgagee in the aggregate principal amount of \$5,556,628.00 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time the "Note"), which Note amended and restated the Existing Note, in its entirety, and evidences the consolidated Outstanding Existing Loan Balance and the outstanding principal balance of the Incremental Term Loan.

D. As a condition to Mortgagee entering into the Loan Amendment and extending and/or continuing to extend the Loan, Mortgagee has required that the Mortgage be modified to reflect that the Mortgage secures and/or continues to secure the Loan, as increased, extended, amended and modified by the Loan Amendment and as more particularly set forth herein.

B. Mortgagor and Mortgagee desire to amend the Mortgage as set forth below.

Agreement

Therefore, Mortgagor and Mortgagee agree as follows:

1. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference as a substantive part hereof. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.

2. The Mortgage is hereby amended as follows:

(a) The following defined terms contain in Article 1 of the Mortgage are hereby amended and restated in their entirety to read as follows:

"Loan Agreement" means that certain Term Loan Agreement dated as of April 21, 2015 between Mortgagor and Beneficiary between Mortgagor and Mortgagee which sets forth, among other things, the terms and conditions upon which the proceeds of the Loan will be disbursed, as amended by that certain First Amendment to Term Loan Agreement dated as of April 30, 2018 between Mortgagor and Beneficiary, that certain Second Amendment to Term Loan Agreement dated as of July 31, 2018 by and between Mortgagor and Beneficiary, that certain Third Amendment to Term Loan Agreement letter agreement dated as of July 22, 2020 among Mortgagor, Guarantors and Beneficiary, that certain Fourth Amendment to Term Loan Agreement letter agreement dated as of April 30, 2021 among Mortgagor, Guarantor and Beneficiary, and that certain Fifth Amendment to Term Loan Agreement and Other Loan Documents dated as of September 10, 2021 among Mortgagor, Guarantors and Beneficiary, as so amended and modified and as the same may be further extended, renewed amended, restated, supplemented or otherwise modified and in effect from time to time.

"Note" means that certain Promissory Note dated as of April 15, 2015, executed and delivered by Mortgagor and payable to the order of Beneficiary in the original principal amount of \$6,480,000.00, as amended and restated by that certain First Amended and Restated Promissory Note dated as of April 30, 2018, executed and delivered by Mortgagor and payable to the order of Beneficiary in the original principal amount of \$6,480,000.00, as further amended and restated by that certain as amended and restated by that certain Second Amended and Restated Promissory Note dated as of July 31, 2018, executed and delivered by Mortgagor and payable to the order of Beneficiary in the original principal amount of \$6,480,000.00, as amended by that certain Fourth Amendment to Term Loan Agreement letter agreement dated as of April 30, 2021 among Mortgagor, Guarantors and Beneficiary, and as further amended and restated and

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increased by that certain Third Amended and Restated Promissory Note dated as of September 10, 2021 executed by Mortgagor and made payable to the order of Beneficiary in the aggregate outstanding principal amount of \$5,556,628.00, as so amended and restated, amended and increased, and as the same may be further amended and restated, extended, increased, renewed, amended, supplemented or otherwise modified and in effect from time to time.

(b) Section 9.14 (Other Amounts Secured; Maximum Indebtedness) of the Mortgage is hereby amended and restated in its entirety to read as follows:

Section 9.14 Other Amounts Secured; Maximum Indebtedness.

Mortgagor acknowledges and agrees that this Mortgage secures the entire principal amount of the Note and interest accrued thereon, regardless of whether any or all of the Loan proceeds are disbursed on or after the date hereof, and regardless of whether the outstanding principal is repaid in whole or part or are future advances made at a later date, any and all litigation and other expenses and any other amounts as provided herein or in any of the other Loan Documents, including the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or paid or incurred by Beneficiary in connection with the Loan, all in accordance with the Loan commitment issued in connection with this transaction and the Loan Documents. Under no circumstances, however, shall the total indebtedness secured hereby exceed \$13,760,000.00. It is agreed that any future advances made by Beneficiary for the benefit of Mortgagor from time to time under this Mortgage or the other Loan Documents and whether or not such advances are obligatory or are made at the option of Beneficiary, made at any time from and after the date of this Mortgage, and all interest accruing thereon, shall be equally secured by this Mortgage and shall have the same priority as all amounts, if any, advanced as of the date hereof and shall be subject to all of the terms and provisions of this Mortgage. This Mortgage shall be valid and have priority to the extent of the full amount of the indebtedness secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

3. For the avoidance of doubt, the terms of the Notes, the Loan Agreement and the other Loan Documents (as defined in the Mortgage) are incorporated into the Mortgage by reference.

4. Except as expressly provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect and nothing contained in this Modification Agreement shall be deemed to release or waive the lien of the Mortgage or otherwise negatively impact Mortgagee's rights thereunder, in whole or in part, in any manner whatsoever. Mortgagor hereby reaffirms to Mortgagee that Mortgagor has granted to Mortgagee security interests in or liens upon substantially all of its property to secure all Obligations under the Loan Agreement, and confirms that the term obligations secured by the Mortgage includes, without limitation, all Obligations (as defined in the Loan Agreement) under the Loan Agreement, as amended by the Loan Amendment, and as may be further amended, restated, supplemented or otherwise modified and in effect from time to time. Mortgagor hereby expressly repeats and reaffirms its grant of such security interests and liens to Mortgagee for such purpose in all respects. Any references to the "Mortgage" contained in any of the Loan Documents shall be deemed to refer to the Mortgage, as amended and modified hereby, and as the same may be further amended, restated, extended, renewed, increased, supplemented or otherwise modified and in effect from time to time. This Modification Agreement shall constitute a "Loan Document" for all purposes of the Loan Agreement.

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5. This Modification Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

[Signature Pages to Immediately Follow]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

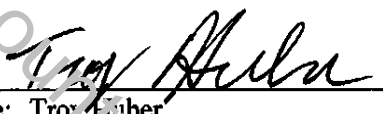
MORTGAGOR:

SCN INVESTMENTS, LLC 21 RAND

By: 
Name: Stephen R. Napleton
Title: Manager

MORTGAGEE:

BANK OF AMERICA, N.A.

By: 
Name: Troy Huber
Title: Senior Vice President


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Acknowledgements

STATE OF IL)
) SS
COUNTY OF Cook)

I C. A. Panek, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen R. Napleton, a Manager of SCN INVESTMENTS, LLC 21 RAND, an Illinois series limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/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 14th day of Sept


Notary
My Commission Expires: 9/30/21

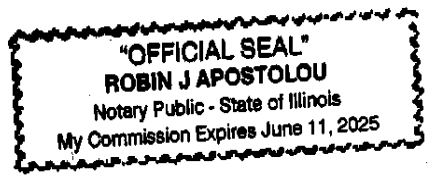


STATE OF IL)
) SS
COUNTY OF Cook)

I Robin J Apostolou, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Troy Huber, a Senior Vice President of BANK OF AMERICA, N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such senior vice president appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said national association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of September, 2021.

Robin J Apostolou
Notary
My Commission Expires: 6/11/2025 Public



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EXHIBIT A

Parcel 1: Lot 1 of the Plat of Haeger Subdivision being a Subdivision of part of the Northwest Fractional Quarter of Fraction Section 7, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, recorded June 8, 2001 as document number 0010495838.

Parcel 2: A 15 foot easement for the benefit of Parcel 1 for ingress and egress adjoining the Southwesterly line of Lot 1 and a 30 foot easement for the benefit of Parcel 1 for ingress and egress adjoining the Southeasterly line of Lot 1, as created by plat of Haeger Subdivision recorded June 8, 2001 as document number 0010495838.

Parcel 3: Perpetual easements for the benefit of Parcel 1 for sign over the land as defined in Exhibit D and for related utility facilities for the sign, access openings, and ingress and egress over easement areas as defined in Exhibit E, as created by Cross Access Easement dated June 11, 2001 and recorded June 15, 2001 as document number 0010527048, by and between William F. Haeger, III, Trustee, and Rand & Central, Inc.

Street Address of Property: 21 Rand Road, Des Plaines, Illinois 60616

PIN: 09-07-100-034-0000