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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Diana Y. Tsai, Esq.

THIS DOCUMENT PREPARED BY:

Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Diana Y. Tsai, Esq.

(Space Above This Line For Recorder's Use)

FIFTH MODIFICATION AGREEMENT (Mortgage)

This Fifth Modification Agreement (Mortgage) (this "Modification Agreement") is made as of May 21, 2024, by Jose Jimenez, an individual ("Mortgagor"), and Bank of America, N.A. ("Mortgagee").

Factual Background

A. Mortgagor and Guadalupe Jimenez, an individual ("Guadalupe"), executed a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing for the benefit of Mortgagee dated as of May 26, 2015 and recorded on June 3, 2015 with the Cook County, Illinois Recorder of Deeds (the "Recorder's Office") as Document Number 1515404028 (the "Original Mortgage"). The Mortgage (including the Original Mortgage) encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor, Guadalupe and Mortgagee have heretofore entered into that certain First Modification Agreement (Mortgage) dated as of December 30, 2015 and recorded on January 4, 2016 with the Recorder's Office as Document Number 1600444043 (the "First Modification"), that certain Second Modification Agreement (Mortgage) dated as of May 4, 2017 and recorded on May 4, 2017 with the Recorder's Office as Document Number 1712445081 (the "Second Modification"), that certain Third Modification Agreement (Mortgage) dated as of August 26, 2020 and recorded on October 20, 2020 with the Recorder's Office as Document Number 2029262352 (the "Third Modification"), and that certain Fourth Modification Agreement (Mortgage) dated as of August 23, 2021 and recorded on February 14, 2022 with the Recorder's Office as Document Number 2204521184 (the "Fourth Modification"), pursuant to which the Original Mortgage was modified in certain respects. The Original Mortgage, as amended by the First Modification, the Second Modification, the Third Modification and the Fourth Modification, and as it may be further amended, restated, modified or supplemented and in effect from time to time, is hereinafter referred to as the "Mortgage".

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

Agreement

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Therefore, Mortgagor and Mortgagee agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.

2. The Debt Instrument secured by the Mortgage has changed or has been modified. Accordingly, Paragraph 2.1(a) of the Mortgage which describes the Debt Instrument is hereby modified to read as follows in its entirety:

(a) Payment of all obligations of 5330 W. Belmont LLC, an Illinois limited liability company ("5330 W. Belmont LLC"), and Jose Jimenez, an individual ("Jose" or "Beneficiary", and together with 5330 W. Belmont LLC, collectively, "Obligors" and each an "Obligor"), to Mortgagee with respect to Facility No. 3 arising under the following agreement (the "Debt Instrument"):

(i) A certain Loan Agreement dated as of May 26, 2015, between Obligors, Addison Fresh Market, Inc., an Illinois corporation ("Addison"), Jimenez Fresh Market, Inc., an Illinois corporation, f/k/a Gene's Sausage Shop & Delicatessen Inc. ("Fresh Market"), and Mortgagee, as amended, restated, modified or supplemented and in effect from time to time, including by that certain Amendment No. 1 to Loan Agreement dated as of December 20, 2015 by and among Obligors, Addison, Fresh Market and Mortgagee, that certain Amendment No. 2 to Loan Agreement dated as of June 30, 2016, but effective as of May 26, 2016 by and among Obligors, Addison, Fresh Market and Mortgagee, and that certain Amendment No. 3 to Loan Agreement dated as of May 4, 2017 by and among Obligors, Addison, Fresh Market and Mortgagee, that certain Amendment No. 4 to Loan Agreement dated as of May 24, 2019 by and among Obligors, Addison, Fresh Market and Mortgagee, that certain Amendment No. 5 to Loan Agreement dated as of May 19, 2020 by and among Obligors, Addison, Fresh Market and Mortgagee, that certain Amendment No. 6 to Loan Agreement dated as of August 26, 2020 by and among Obligors, Addison, Fresh Market and Mortgagee, that certain Amendment No. 7 to Loan Agreement dated as of January 31, 2023 by and among Obligors, Addison, Fresh Market and Mortgagee and that certain Amendment No. 8 to Loan Agreement dated as of May 21, 2024 by and among Obligors, Addison, Fresh Market and Mortgagee, and as it may be further amended, restated, modified or supplemented and in effect from time to time, which provides for, among other things, a mortgage loan to Obligors in the principal amount of \$778,262.45, referred to in the Debt Instrument as "Facility No. 3", the terms of which are incorporated herein by reference and certain of which loans bear interest at a variable rate.

This Mortgage also secures payment of all obligations of Obligors under the Debt Instrument with respect to Facility No. 3 which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligors and Mortgagee, and all obligations of Obligors under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety.

3. For the avoidance of doubt, the terms of the Debt Instrument (as defined in the Mortgage) are incorporated into the Mortgage by reference.

4. The meanings of defined terms in this Modification Agreement and in the Mortgage are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the words "Obligor" and "Obligors" shall be so construed.

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5. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect. Mortgagor hereby confirms and reaffirms its grant, conveyance, transfer and assignment to Mortgagee all of the Property to secure the Secured Obligations, including, without limitation, all of the obligations and liabilities of Obligors to Mortgagee under the Debt Instrument, as such term is defined in Section 2 above.

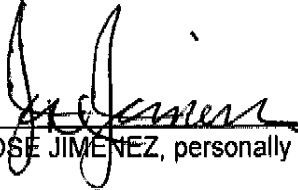
[Remainder of page intentionally left blank; signature page follows]

Property of Cook County Clerk's Office

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

MORTGAGOR:



JOSE JIMENEZ, personally

MORTGAGEE:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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

MORTGAGOR:

JOSE JIMENEZ, personally

MORTGAGEE:

BANK OF AMERICA, N.A.

By: 
Name: Rakana Patel
Title: SVP / Bus Bnlkg

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

This instrument was acknowledged before me on February 15th, ²⁰²⁴~~2021~~ by
(date)

JOSE JIMENEZ
(name/s of person/s)

Sarah Allam
Notary Public

(Seal)



STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by
(date)

_____ as _____
(name/s of person/s) (type of authority, e.g., officer, trustee, etc)

of BANK OF AMERICA, N.A
(name of party on behalf of whom the instrument was executed)

Notary Public

(Seal)

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by
(date)

JOSE JIMENEZ
(name/s of person/s)

Notary Public

(Seal)

STATE OF ILLINOIS)
) SS.
COUNTY OF DePue)

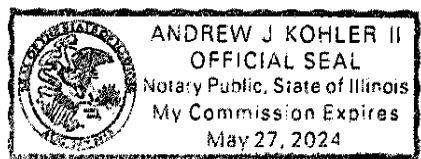
This instrument was acknowledged before me on March 19th, 2024^{AK} by
(date)

REHANA PATEL as OFFICER
(name/s of person/s) (type of authority, e.g., officer, trustee, etc)

of BANK OF AMERICA, N.A
(name of party on behalf of whom the instrument was executed)

Andrew J Kohler II
Notary Public

(Seal)



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 5 TO 15, BOTH INCLUSIVE, IN FOX SUBDIVISION OF LOTS 7 TO 10 IN BLOCK 4 IN HAGAN AND BROWN'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Street Address of Property

3850 W. North Avenue
Chicago, Illinois

PIN: 13-35-324-045-0000