

This instrument was prepared by and, after recording, return to:

Allen C. Balk  
Meltzer, Purtill & Stelle LLC  
300 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606

Permanent Tax Index Number:  
See *Exhibit A*

Property Addresses:  
See *Exhibit A*

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 067957

2015 OCT -2 AM 10:32

MICHAEL D. BROWN  
RECORDER

*This space reserved for Recorder's use only*

**FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS**

**FOUR SEASONS PLAZA**

This **FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS** ("Mortgage Amendment"), made as of this **10<sup>th</sup>** day of September, 2015, is made by **RODZILA PROPERTIES FOUR SEASONS, LLC**, an Indiana limited liability company ("Mortgagor"), in favor of **FIRST MIDWEST BANK**, its successors and assigns ("Lender" or "Mortgagee").

**NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

A. Pursuant to the terms and conditions of that certain Loan Agreement dated February 12, 2013 as amended by that certain First Amendment to Loan Documents dated March 28, 2013 recorded with the Cook County Recorder of Deeds on May 12, 2013 as Document No. 1310219083 and as amended by that certain Second Amendment to Loan Documents dated January 1, 2015 (the "Loan Agreement") among 4200 W. 124<sup>TH</sup> PLACE, LLC, an Illinois limited liability company series ("Keeler"), 14000 S. KILDARE, LLC, an Illinois limited liability company series ("Kildare"), 14634 S. PULASKI, LLC, an Illinois limited liability company series ("Pulaski"), 6445 W. 111<sup>TH</sup> STREET, LLC, an Illinois limited liability company series ("Worth"), 4649 W. 147<sup>TH</sup> STREET, LLC, an Illinois limited liability company series ("Blackhawk"), 4627 W. 120<sup>TH</sup> STREET, LLC ("4627"), 11615 S. AUSTIN, LLC, an Illinois limited liability company series ("Austin"), 13840 S. HARRISON, LLC, an Illinois limited liability company series ("Harrison"), 530 W. 124<sup>TH</sup> STREET, LLC, an Illinois limited liability company series ("124"), 13647 S. CICERO, LLC, an Illinois limited liability company series ("Crestwood"), 14606 S. PULASKI, LLC, an Illinois limited liability company series ("14606"), each a division of Rodzila Properties, LLC, an Illinois limited liability company, FIRST MIDWEST BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 24, 2008 AND KNOWN AS TRUST NO. 8427 ("FMB 8427") and J D J PARTNERS, an Illinois general partnership ("JDJ"), (Keeler, Kildare, Pulaski, Williams, Tiffany, Worth, Blackhawk, 4627, Austin, Harrison, 124, Crestwood, 14606, FMB 8427 and JDJ are hereinafter referred to individually and collectively, as "Original Borrower," and together with Mortgagor, "Borrower") Guarantor (as defined therein) and Lender, Lender has heretofore made a loan in the principal

CHICAGO TITLE INSURANCE COMPANY  
1300315 CT/CAL ①

skets  
\$31.00  
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amount of Eleven Million Fifty Seven Thousand One Hundred Fifty Three and No/100 Dollars (\$11,057,153.00) (the "Loan"). The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.

B. The Loan is evidenced by that certain Promissory Note (Refinance) dated February 12, 2013 in the principal amount of Nine Million Three Hundred Eighty-Three Thousand and No/100 Dollars (\$9,383,000.00) made by Original Borrower (the "Refinance Note"), that certain Amended and Restated Promissory Note (Acquisition) dated January 1, 2015 in the principal amount of Six Hundred Ninety-Six Thousand Six Hundred Fifty-Three and No/100 Dollars (\$696,653.00) by Borrower (the "Acquisition Note"), and that certain Promissory Note dated March 28, 2013 in the principal amount of Nine Hundred Seventy-Seven Thousand Five Hundred and No/100 Dollars (\$977,500.00) made by Borrower (the "Four Seasons Note," and collectively with the Refinance Note and the Acquisition Note, the "Original Notes"), each made payable to the order of and delivered to Lender.

C. The Original Notes are secured by, *inter alia*, that certain (i) Amended and Restated Mortgage and Security Agreement dated as of February 12, 2013, executed by Original Borrower to and for the benefit of Lender, recorded with Cook County Recorder of Deeds ("Recorder's Office") on March 15, 2013, as Document No. 1307416080, (as amended, the "Original Mortgage"), creating a first mortgage lien on certain real property (the "Property") legally described in Exhibit A attached thereto; (ii) Mortgage and Security Agreement dated as of March 28, 2013, executed by Rodzila Four Seasons to and for the benefit of Lender, recorded with Lake County Indiana Recorder of Deeds ("Indiana Recorder's Office") on April 3, 2013, as Document No. 2013 023884, (as amended, the "Four Seasons Mortgage"), and collectively with the Original Mortgage, the "Mortgage"), creating a first mortgage lien on certain real property (the "Four Seasons Property") legally described in Exhibit A attached thereto; (iii) Assignment of Rents and Leases dated as of February 12, 2013, executed by Original Borrower to and for the benefit of Lender, recorded with the Recorder's Office on March 15, 2013, as Document No. 1307416081 (as amended, the "Assignment of Rents"); (iv) Assignment of Rents and Leases dated as of March 28, 2013, executed by Rodzila Four Seasons to and for the benefit of Lender, recorded with the Indiana Recorder's Office on April 3, 2013, as Document No. 2013 023882 (as amended, the "Four Seasons Assignment of Rents"); (v) Guaranty dated as of February 12, 2013, jointly and severally, executed by each of the Guarantors to and for the benefit of Lender (as amended, the "Guaranty"); (vi) Environmental Indemnity Agreement dated as of February 12, 2013, jointly and severally executed by Original Borrower and each Guarantor to and for the benefit of Lender (as amended, the "Indemnity Agreement"); and (vii) Environmental Indemnity Agreement dated as of March 28, 2013, jointly and severally executed by Borrower and each Guarantor to and for the benefit of Lender (as amended, the "Four Seasons Indemnity Agreement"). The Original Notes, the Loan Agreement, this Agreement, the Mortgage, the Assignment of Rents, the Four Seasons Assignment of Rents, the Guaranty, the Indemnity Agreement, and the Four Seasons Indemnity Agreement, as amended from time to time, and any other document or instrument evidencing or securing the Original Notes or delivered to induce Lender to disburse the proceeds thereof are hereinafter collectively referred to as the "Loan Documents".

D. Pursuant to that certain Third Amendment to Loan Documents (the "Loan Amendment") dated of even date herewith by and between Borrower, 24520 Borrower, Guarantor, Mortgagor and Lender, the Loan Agreement was amended to, among other things, increase the amount of the Loan.

E. Mortgagor and Lender desire to amend the Four Seasons Mortgage and Four Seasons Assignment of Rents to reflect the terms of the Loan Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender hereby agree to amend the Mortgage and Assignment of Leases, as follows:

**AGREEMENTS:**

1. The following paragraph shall be added to the Recitals of the Four Seasons Mortgage:

"Pursuant to the terms of that certain Third Amendment of Loan Documents of even date herewith by and among Borrower, 24520 Borrower (as defined therein), Guarantor, and Mortgagee, the Loan has been further modified and amended such that the Loan is now increased to the total principal amount of Eleven Million Six Hundred Seventy-Nine Thousand Six Hundred Fifty Three and No/100 Dollars (\$11,679,653.00) (the "Loan"). The Loan is evidenced by (i) that certain Promissory Note (Refinance) dated February 12, 2013 in the principal amount of Nine Million Three Hundred Eighty-Three Thousand and No/100 Dollars (\$9,383,000.00) made by Existing Borrower (the "Refinance Note"), (ii) that certain Amended and Restated Promissory Note (Acquisition) dated January 1, 2015 in the principal amount of Six Hundred Ninety-Six Thousand Six Hundred Fifty-Three and No/100 Dollars (\$696,653.00) by Borrower (the "Acquisition Note"), and (iii) that certain Amended and Restated Promissory Note (Four Seasons) dated as of even date herewith in the principal amount of One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) made by Borrower (the "Four Seasons Note," and collectively with the Refinance Note and the Acquisition Note, the "Note"), each made payable to the order of and delivered to Lender."

2. Any references in the Four Seasons Mortgage and Four Seasons Assignment of Rents to the Loan shall be deemed to mean and refer to the Loan as amended by the Loan Amendment. Lender shall record this Mortgage Amendment in the Lake County Indiana Recorder's Office to reflect the subject matter hereof.

3. As modified hereby, the Four Seasons Mortgage and the Four Seasons Assignment of Rents shall continue in full force and effect.

4. This Mortgage Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and

delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

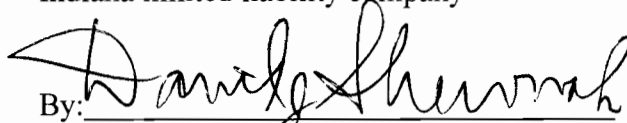
[Signatures on the following page]



**IN WITNESS WHEREOF**, Mortgagor has executed and delivered this Mortgage Amendment the day and year first above written.

**MORTGAGOR:**

**RODZILA PROPERTIES FOUR SEASONS, LLC**, an  
Indiana limited liability company

By: 

Name: David J. Shewmake

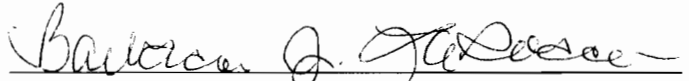
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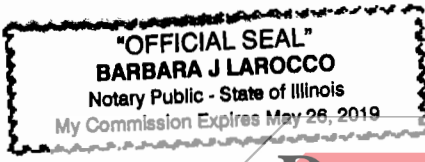


STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David J. Shewmake, the Member of Rodzila Properties Four Seasons, LLC, an Indiana limited liability company ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 04<sup>th</sup> day of September, 2015.

  
NOTARY PUBLIC

(SEAL) 

My Commission expires: 5/26/19  
**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**  
**STOP**  


I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Allen C. Balk

**EXHIBIT A**

**LEGAL DESCRIPTION**

ADDRESS: 9001-9201 109<sup>th</sup> Street, Crown Point, Indiana

PIN NO: 45-17-09-201-010.000-047  
45-17-09-201-012.000-047

Parcel 1: Lot 1, except the East 140 feet thereof, Four Season's Plaza, as per plat thereof, recorded in Plat Book 56 page 38, and as revised in Plat Book 57 page 30, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: An Easement for an enclosed Storm Water Drainage System for the benefit of Parcel 1 as created in an easement dated July 16, 1980 and recorded September 4, 1980 as Document No. 596882, over the following described parcel of land:

A strip of Ground 15.0 feet in width lying in the Northwest Quarter of the Northeast Quarter of Section 9, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at a point on the North line of said Northwest Quarter of the Northeast Quarter that is North 89 degrees 21 minutes 19 seconds West, 664.80 feet from the Northeast corner thereof; thence South 00 degrees 14 minutes 50 seconds West, 211.16 feet to the point of beginning; thence South 00 degrees 14 minutes 50 seconds West, 8.84 feet; thence South 67 degrees 53 minutes 08 seconds East, 9.29 feet; thence South 58 degrees 17 minutes 50 seconds West, 114.15 feet; thence South 43 degrees 57 minutes 36 seconds West, 250.85 feet; thence North 46 degrees 02 minutes 24 seconds West, 15.00 feet, thence North 43 degrees 57 minutes 36 seconds East, 252.74 feet; thence North 58 degrees 17 minutes 50 seconds East, 115.23 feet to the point of beginning, in Lake County, Indiana, subject to the terms, provisions and conditions contained in said easement.

Parcel 3: The South 157.18 feet of the East 140 feet of Lot 1, Four Season's Plaza, in the Town of Winfield, as per plat thereof, recorded in Plat book 56, page 38, and as revised in Plat book 57 page 30, in the Office of the Recorder of Lake County, Indiana.

