Recorded: 6/6/2013 at 10:28:44.0 AM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2013 PG: 1924

Return to:
Fidelity National Title Group\CLSS
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Prepared by:
Kenneth D. Rutan, P.C.
1325 Satellite Blvd; Ste. 603
Suwanee, GA 30024
File C12-076
(770) 814-0340

FIRST MODIFICATION OF MORTGAGE/DEED OF TRUST/DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

Prepared by:
Kenneth D. Rutan, P.C.
1325 Satellite Blvd; Ste. 603
Suwanee, GA 30024
File C12-076
Masonville, IA
(770) 814-0340
When recorded return to:
Fidelity National Title Group
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226

To Clerk: Please Cross Reference to Mortgage, Assignment of Leases and Rents and Security Agreement from Nationwide Real Estate, Inc., a Corporation organized and existing under the law of the State of Illinois to Atlanta Postal Credit Union, dated March 31, 2008, filed and recorded on April 25, 2008 as Deed Book 2008, Page 1313, Delaware County, Iowa, Recorder of Records.

STATE OF ILLINOIS)
COUNTY OF COOK)

FIRST MODIFICATION OF MORTGAGE/DEED OF TRUST/DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

This First Modification of Mortgage/Deed of Trust/Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement (hereinafter referred to as the "Agreement") is made to be effective as of 1st day of April, 2013, by and between Atlanta Postal Credit Union, a credit union chartered under the laws of the State of Georgia (hereinafter referred to as "Lender") and Nationwide Real Estate, Inc.,, a Corporation organized and existing under the law of the State of Illinois ("Borrower").

WITNESSETH:

WHEREAS, Lender has made a loan to Borrower in the amount of Seven Million Nine Hundred Sixty One Thousand and No/100s ($7,961,000.00); which loan is evidenced by that certain Note in said amount dated March 31, 2008 made by Borrower to the order of Lender (hereinafter referred to as the "Note"); and

WHEREAS, to secure, *inter alia*, the indebtedness of Borrower to Lender evidenced by the Note, Borrower made, executed and delivered to and in favor of Lender that certain to Mortgage, Assignment of Leases and Rents and Security Agreement from Nationwide Real Estate, Inc.,, a Corporation organized and existing under the law of the State of Illinois to Atlanta Postal Credit Union, dated March 31, 2008, filed and recorded on April 25, 2008 as Deed Book 2008, Page 1313, Delaware County, Iowa, Recorder of Records (hereinafter collectively referred to as the "Mortgage"); and

WHEREAS, the Note and the Mortgage all have a stated maturity date of April 1, 2013 and the Borrower has requested, among other things, that the Lender extend the maturity date of the Note and Mortgage from April 1, 2013 to April 1, 2016; and

#1182294

WHEREAS, simultaneously herewith, Borrower and Lender have entered into a First Modification of Note and Loan Agreement (hereinafter referred to as the "Modification of Note"), whereby the parties have modified the Note and Loan Agreement to, among other things, extend the maturity date of the Note and Loan Agreement from April 1, 2013 to April 1, 2016; and

WHEREAS, the Lender has also agreed to modify the Mortgage to extend the maturity date thereof from April 1, 2013 to April 1, 2016, but only in accordance with the terms, conditions and agreements contained herein; and

WHEREAS, the parties hereto have agreed to cooperate and to promptly correct any defect, error or omission which may be discovered in the contents of any loan documentation regarding or guaranteeing the Note; the Mortgage and the other Loan Documents; and

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00), the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement by reference thereto.

2. The maturity date set forth in the Mortgage which currently reads "April 1, 2013" is hereby deleted in its entirety and replaced with a new maturity date that reads "April 1, 2016."

3. This Agreement shall be construed and enforced in accordance with the Laws of the State of Georgia without regard to its conflicts of laws provisions. The parties further hereby consent to the exclusive jurisdiction of the state and federal courts in the State of Georgia, County of Fulton for the resolution of any disputes arising out of this Agreement and any other agreements incorporated herein by reference.

4. Borrower shall pay and reimburse Lender for, all costs, expenses, title charges and title insurance premiums, legal fees, filing fees, taxes and administrative charges incurred, or to be incurred by Lender to effectuate the terms of this Agreement or to preserve, protect and perfect Lender's security interest in the collateral described in the Mortgage or in any other Loan Documents.

5. This Agreement, together with the First Modification of Note and the Guaranty dated of even date herewith, contains the entire understanding of the parties and no modifications, alterations or changes shall be enforceable unless in writing and signed by all parties hereto. The parties hereto acknowledge, agree and confirm unto Lender that, except as hereinabove set forth, the Note, Mortgage, the Guaranty and other Loan Documents that create, evidence, guaranty or secure the Note (herein collectively the "Loan Documents") shall otherwise remain in full force and effect in strict accordance with their original terms and this Agreement shall not operate to extinguish the original obligations from Borrower to Lender thereunder and the parties hereto do hereby ratify and confirm the same. Time is of the essence of this Agreement.
6. Nothing set forth in this Agreement shall be construed to operate as a novation or release of any party, maker, guarantor or endorser of the Note, the Mortgage, the Guaranty and other Loan Documents.

7. Borrower acknowledges and agrees unto Lender that it is and remains fully obligated under the terms of the Note, the Mortgage and the Loan Documents and that it has no offsets, claims, counterclaims, or defenses with respect to the obligations thereunder, as amended hereby, and to the extent that Borrower has any offsets, claims, counterclaims or defenses with respect to the obligations under the Note the Mortgage and the Loan Documents, as amended hereby, or any facts, events, transactions or omissions, or agreements relating thereto, the Borrower hereby waives and releases such offsets, claims, counterclaims, and defenses.

8. The Borrower hereby represents, warrants and certifies to Lender and any title insurance company insuring the Lender's interest in the Mortgage that all individuals executing this Agreement have all due authority to execute this Agreement, to perform all obligations required of the Borrower hereunder and that all requisite company, corporate or partnership resolutions and authority have been obtained, given or properly waived.

(Signatures Affixed on Following Pages-Remainder of Page Left Blank)

IN WITNESS WHEREOF, Borrower and Lender have executed, sealed and delivered this Agreement as of the date and year first above written.

Signed, sealed and delivered
In the presence of:

Witness

Witness

LENDER:

ATLANTA POSTAL CREDIT UNION

By: _____
Margaret Glover

Title: Business Loan Manager

[Credit Union Seal]

STATE OF GEORGIA)
COUNTY OF GWINNETT)

One the 17th day of May in the year 2013, before me, the undersigned, personally appeared Margaret Glover personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same as the Business Loan Manager of Atlanta Postal Credit Union, a Georgia chartered credit union, on behalf of the Credit Union.

(Notary Seal)

Notary Public
My Commission Expires: _____

RHONDA L HARTER
MY COMMISSION EXPIRES
APRIL
20,
2016
GWINNETT CO., GEORGIA
NOTARY PUBLIC

(Signatures Continued on Following Pages-Remainder of Page Left Blank)

BORROWER:

Signed, sealed and delivered
In the presence of:

Witness

Witness

NATIONWIDE REAL ESTATE, INC.
an Illinois corporation

By: _____ (Seal)
Timothy T. Balin

Title: President

(Corporate Seal)

STATE OF ILLINOIS)
COUNTY OF COOK)

One the 30th day of May in the year 2013, before me, the undersigned, personally appeared Timothy T. Balin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same as the President of Nationwide Real Estate, Inc., an Illinois Corporation on behalf of the Corporation.

_____ (Notary Seal)

Notary Public
My Commission Expires: 6/01/2017

OFFICIAL SEAL
THERESA J CIESLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/01/17