



Doc#: 1327739077 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/04/2013 11:29 AM Pg: 1 of 6

This instrument prepared by and after recording return to:

U.S. Bank N.A.
P.O. Box 3487
400 City Center
Oshkosh, Wisconsin 54901
Attention: Collateral Department

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") dated as of July 23, 2013, by and between: **SCHAUMBURG EXECUTIVE SUITES, LLC**, having a mailing address of 1909 N. Roselle Road, Suite 800, Schaumburg, Illinois 60195 ("Mortgagor"); and **U.S. BANK N.A.**, having a mailing address of P.O. Box 3487, 400 City Center, Oshkosh, Wisconsin 54901, Attention: Collateral Department ("Bank"); and has reference to the following facts and circumstances (the "Recitals"):

A. Mortgagor executed the Mortgage, Security Agreement and Assignment of Rents and Leases Illinois Real Estate dated June 27, 2013, in favor of Bank, and recorded on July 8, 2013 as Document No. 1318955624 in the real estate records of Cook County, Illinois (the "Mortgage"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Mortgage, as amended by this Amendment) and relating to the property described in Exhibit A attached hereto and incorporated by reference.

B. Mortgagor and Bank desire to amend the terms of the Mortgage in the manner set forth herein

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Bank hereby agree as follows:

1. **Recitals.** The Recitals are true and correct, and, with the defined terms set forth herein, are incorporated by this reference.

2. **Amendment to Mortgage.** Section 1.3 of the Mortgage is deleted and replaced with the following:

1.3 "Obligations" means all loans, letters of credit and other financial accommodations made or issued by Bank to Mortgagor, Wacker Drive Executive Suites, LLC ("WDES"), Oak Brook Executive Suites, LLC, Chatham Executive Suites, LLC, and Woodfield Executive Associates, LLC (each, an "Obligor"; collectively, "Obligors"), or any of them, including but not limited to: (a) the loans evidenced by the Installment or Single Payment Note June 27, 2013, executed by Mortgagor and payable to Bank in the original principal amount of \$767,000 and the Revolving Credit Note dated June 27, 2013, executed by Mortgagor and payable to Bank in the original principal amount of up to \$83,000, any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Notes"); (b) all reimbursement and other obligations due Bank as described in the Continuing Reimbursement Agreement for Letters of Credit dated as of July 12, 2013, executed by WDES in favor of Bank, in the aggregate amount of \$98,300, any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto; and (c) Mortgagor's and Obligors' debts, liabilities, obligations, covenants, warranties, and duties to Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or

Handwritten marks: a vertical line with checkmarks and the number 5.

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contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by Bank to Mortgagor, any Obligor, and others, to the others guaranteed, endorsed or otherwise secured by Mortgagor or any Obligor, or to any debtor-in-possession/successor-in-interest of Mortgagor or any Obligor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs. The interest rate and maturity of such Obligations is as described in the documents creating the indebtedness secured hereby.

3. **Continuing Security.** The Obligations are, and shall continue to be, secured by the Mortgage and any reference in the Obligations to the Mortgage shall hereafter be deemed to include the Mortgage as hereby amended.

4. **Binding Obligation.** The Mortgage is, and shall remain, the binding obligation of Mortgagor, and all of the provisions, terms, stipulations, conditions, covenants and powers contained therein shall stand and remain in full force and effect, except only as the same are herein and hereby expressly and specifically varied or amended, and the same are hereby ratified and confirmed, and Bank reserves unto itself all rights and privileges granted thereunder.

5. **Reaffirmation; Authority.** Mortgagor hereby reaffirms all representations, warranties, covenants and agreements recited in the Mortgage as of the date hereof, and the same are hereby adopted as representations, warranties, covenants and agreements of Bank herein. Mortgagor further represents and warrants that it is not in default under any of its obligations under the Mortgage, and that it has full power and authority to execute and deliver this Amendment, and that the execution and delivery hereof has been duly authorized, and that all necessary and proper acts have been performed or taken.

6. **Expenses.** Mortgagor agrees to pay all expenses incurred by Bank in connection with this Amendment, including, but not limited to, Bank's legal fees and recording fees. Said sums are payable on demand and are secured by the Mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.


[SIGNATURES ON FOLLOWING PAGES]

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SIGNATURE PAGE- MORTGAGOR AMENDMENT TO MORTGAGE

Mortgagor:

SCHAUMBURG EXECUTIVE SUITES, LLC,
an Illinois limited liability company

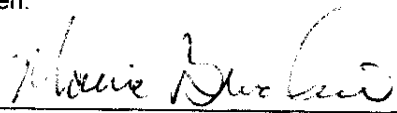
By: 
Larry A. Grossman, Member

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this July 31 2013, before me personally appeared Larry A. Grossman, to me personally known, who, being by me duly sworn, did say that he is a Member of **SCHAUMBURG EXECUTIVE SUITES, LLC**, an Illinois limited liability company, and that said instrument was signed and sealed on behalf of said Mortgagor or Obligors by authority of its Member(s); and said Member acknowledged said instrument to be the free act and deed of said Mortgagor or Obligors.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

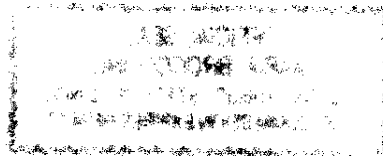

Notary Public

My Commission Expires:



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SIGNATURE PAGE- BANK AMENDMENT TO MORTGAGE

Bank:

U.S. BANK N.A.,
a national banking association

By: 
Anthony M. Zifman, Business Banking Officer

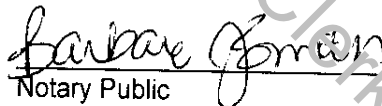
Property of Cook County Clerk's Office

STATE OF ILLINOIS

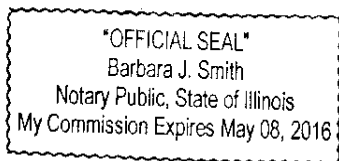
COUNTY OF COOK

On July 31, 2013, before me appeared Anthony M. Zifman, to me personally known, who, being by me duly sworn, did say that he is a Business Banking Officer of **U.S. BANK N.A.**, a national banking association, and that said instrument was signed on behalf of said association, by authority of its Board of Directors; and said Business Banking Officer acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:



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EXHIBIT A

(Legal Description)

THAT PART OF THE SOUTH 377.00 FEET OF THE NORTH 427.00 FEET OF THE NORTHWEST QUARTER OF SECTION 36 LYING EAST OF THE EAST LINE OF THE WEST 825.78 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND LYING WEST OF A LINE 1,596.71 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER (AFORESAID LINE 1,596.71 FEET WEST ALSO BEING WESTERLY RIGHT OF WAY LINE OF CARRIAGE WAY), AS HERETOFORE DEDICATED IN HILLCREST SUBDIVISION, RECORDED APRIL 1, 1970 AS DOCUMENT NO. 21123956, ALL IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address:

17500 E. Carriageway Drive
Hazel Crest, Illinois 60429

PIN:

28-36-100-016-0000