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WHEN RECORDED MAIL TO:

OLD PLANK TRAIL COMMUNITY
BANK, NA
20012 South Wolf Road
Mokena, Illinois 60448



Doc#: 1427422054 Fee: \$48.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/01/2014 01:05 PM Pg: 1 of 5

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") dated as of January 12, 2014 is made a part of that certain Mortgage dated as of July 12, 2004, as amended from time to time, and recorded on August 9, 2004 with the Cook County, Illinois Recorder of Deeds as Document No. 0422246031 (collectively, the "Mortgage") given by Cal Sag 83 Office Building, LLC, an Illinois limited liability company ("Mortgagor") to Old Plank Trail Community Bank, NA ("Mortgagee"). This Amendment relates to the real estate described on Exhibit A attached hereto and made a part hereof.

Unless otherwise set forth herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Mortgage.

1. DEFINITION OF "INDEBTEDNESS"

The second and third paragraphs on Page 1 of the Mortgage are amended to read as follows:

"Mortgagor has executed and delivered to Mortgagee a Promissory Note (as amended and/or restated from time to time, the "Note") dated as of January 12, 2014 payable to the order of Mortgagee in the principal sum of One Million Eight Hundred Fifty-Six Thousand Seven Hundred Seventeen and 07/100 Dollars (\$1,856,717.07), being interest and payable as set forth in the Note.

In order to secure the payment of the principal indebtedness under the Note and interest on the principal indebtedness under the Note (and all replacements, renewals and extensions hereof, in whole or in part) according to its tenor, and to secure the payments of all other sums which may be at any time due under the Note or this Mortgage or under any Swap Obligations relating to the Note, (collectively sometimes referred to herein as "Indebtedness"; provided, however, notwithstanding anything else contained in this definition, Excluded Swap Obligations are excluded from this definition); and to secure the performance and observance of all the provisions contained in this Mortgage, and the Note, and to charge the properties, interest and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor DOES HEREBY MORTGAGE AND CONVEY unto Mortgagee, its successors and assignments forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:"

yes
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/ yes
yes
no
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2. NEW DEFINITIONS

The following new paragraph 46 is added to the Mortgage

“46. For purposes of this Mortgage, the following definitions shall apply:

“**Commodity Exchange Act.** The word “Commodity Exchange Act” shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

Excluded Swap Obligations. The word “Excluded Swap Obligations” shall mean with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

Swap Agreements. The word “Swap Agreement” means, individually, and the word “Swap Agreements” means, collectively, any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

Swap Obligation. The word “Swap Obligation” shall mean any Rate Management Obligation that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act, as amended from time to time.”

3. CONFLICT

In the event of a conflict or inconsistency between the provisions contained in the Mortgage and this Amendment, the provisions of this Amendment shall prevail.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Amendment has been executed and delivered on the date first set forth above.

GRANTOR:

CAL SAG 83 OFFICE BUILDING, LLC

By: JOSEPH P. MENO, JR. TRUST, Member

By:

Name:


Joseph P. Meno, Jr.

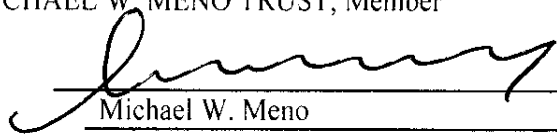
Title:

Trustee

By: MICHAEL W. MENO TRUST, Member

By:

Name:


Michael W. Meno

Title:

Trustee

By: FRANCIS J. MURPHY, JR. REVOCABLE TRUST,
Member

By:

Name:


Francis J. Murphy, Jr.

Title:

Trustee

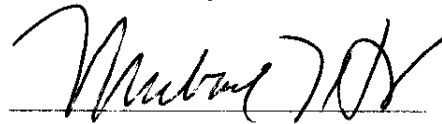
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Michael T. Huguelet, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Joseph P. Meno, Jr., the Trustee of the Joseph P. Meno, Jr. Trust, Michael W. Meno, the Trustee of the Michael W. Meno Trust, and Francis J. Murphy, Jr., the Trustee of the Francis J. Murphy, Jr. Revocable Trust, each of the Members of Cal Sag 83 Office Building, L.L.C, personally are known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trustees, appeared before me this day in person and acknowledged that such persons signed and delivered the said instrument as such persons' own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of June, 2014.



NOTARY PUBLIC

My Commission Expires:

12/27/2015

[SEAL]



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EXHIBIT A

Legal Description

LOT 2 OF MENO'S SUBDIVISION OF PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 2004 AS DOCUMENT 0436539088 IN COOK COUNTY, ILLINOIS.

Common Address: 10800 South Route 83, Lemont, Illinois 60439

PINs: 22-14-401, 031-0000

Property of Cook County Clerk's Office