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OLD PLANK TRAIL COMMUNITY BANK, N.A. AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (*this "Amendment"*) is dated as of June 9, 2013 and is made by and between **BRIAN J. SALERNO AND JENNIFER E. LUNDGREN SALERNO** (*collectively, the "Grantor"*) and **OLD PLANK TRAIL COMMUNITY BANK, N.A.**, a national banking association, whose address is 20012 S. Wolf Road, Mokena, IL (*the "Lender"*).

WITNESSETH:

WHEREAS, Grantor has previously executed and delivered to Lender that certain Mortgage dated as of August 10, 2010 (*the "Mortgage"*) encumbering certain real property commonly known as 336 Justina Street, Hinsdale, IL 60521, which real property is legally described on Exhibit A attached hereto and made a part hereof. The Mortgage was recorded with the Cook County Recorder of Deeds on June 24, 2011 as Document No. 1117531036;

WHEREAS, Granter previously executed and delivered to Lender that certain Modification of Mortgage dated as of January 9, 2012 (*the "Modification"*), which was recorded with the Cook County Recorder of Deeds on March 8, 2012 as Document No. 1206822018;

WHEREAS, the Mortgage secured certain obligations of **TRUE CONSULTING LLC**, an Illinois limited liability company (*the "Original Borrower"*) which are more specifically referred to therein and further secured any and all notes issued in renewal of the obligations defined therein or issued in substitution or replacement therefore;

WHEREAS, Grantor and Borrower has requested certain amendments of certain of the obligations secured by the Mortgage, and Lender has agreed to such amendment as requested;



1517634077

Doc#: 1517634077 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/25/2015 01:21 PM Pg: 1 of 9

**Prepared by and after
recording return to:**
Kenneth M. Lodge
Locke Lord LLP
111 South Wacker Drive
Chicago, IL 60606-4410

Property Common Address:

336 Justina Street
Hinsdale, IL 60521

PIN(s): 18-06-309-012-0000

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NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. The definition of "Borrower" set forth in the Mortgage is hereby amended and restated in its entirety as follows:

"Borrower. The word "Borrower" means True Consulting LLC, an Illinois limited liability company ("TC"), True Managed Services LLC, an Illinois limited liability company, True Resourcing LLC, an Illinois limited liability company, True Global Solutions LLC, an Illinois limited liability company, True Group LLC, an Illinois limited liability company, True Supply Chain LLC, an Illinois limited liability company, True Training And Performance LLC, an Illinois limited liability company and all of their successors and assigns."

3. The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows:

"Note. The word "Note" means that certain Revolving Loan Note dated June 9, 2013, in the original principal amount of \$1,500,000.00 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is a variable rate, subject to change from time to time based on changes in an index which is the Lender's Reference Rate (*the "Index"*). If the Index becomes unavailable during the term of this Loan, Lender may designate a substitution index after notifying Borrower. Interest on the unpaid principal balance of the Note will be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method, using a rate of 1.00 percentage points over the Index, provided, under no circumstances will the interest rate be less than 5.50% per annum or more than the maximum rate allowed by applicable law. Payment of all interest and principal due on the Note is due no later than May 1, 2014 (*such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called "The Maturity Date"*); provided, such Maturity Date shall not be later than twenty (20) years after the date hereof. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE."

4. Grantor hereby reaffirms its obligations under the Mortgage and acknowledges that, except as modified herein, all the terms, provisions and conditions set forth therein shall continue in full force and effect.

5. The terms and provisions of the Mortgage not specifically modified hereby shall remain in full force and effect until all of the Loans secured thereby have been paid and satisfied in full. Such terms and provisions shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment. The terms and provisions of the Mortgage are incorporated herein by reference as if fully stated herein. Grantor hereby confirms each and every one of its obligations under the

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Mortgage. In the event that there is a conflict between the terms of this Amendment and the terms of the Mortgage, then the terms of this Amendment shall control. Except as and to the extent amended herein, the Related Documents made by Grantor in favor of Lender shall remain in full force and effect.

6. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Lender.

7. Grantor hereby certifies, represents and warrants to Lender that all certifications, representations and warranties made by Grantor to Lender in or in connection with the Mortgage were true in all material respects as of the date of the Mortgage and are true in all material respects on and as of the date hereof as if made on and as of the date hereof.

8. This Amendment shall be governed and controlled by the laws of the State of Illinois.

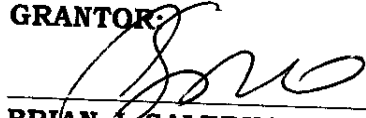
9. The invalidity or unenforceability of any provision of this Amendment shall not affect or impair any other provisions.

[Signature Page Follows]

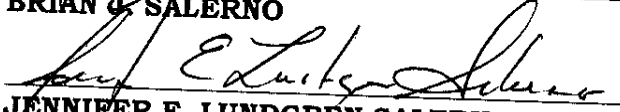
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IN WITNESS WHEREOF, the Grantor has executed this Amendment as of the date first above written.

GRANTOR:



BRIAN G. SALERNO



JENNIFER E. LUNDGREN SALERNO

LENDER:

**OLD PLANK TRAIL COMMUNITY BANK,
N.A.,**

a national banking association

By: 

Name: Mike Conroy

Title: VP

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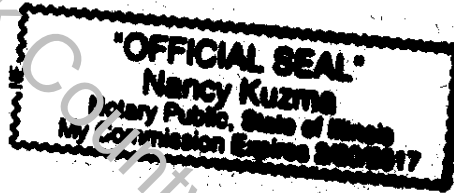
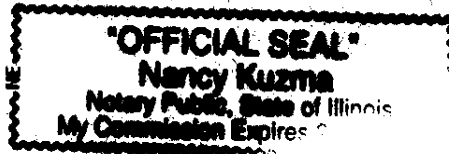
STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BRIAN J. SALERNO in whose name the above and foregoing instrument was executed, appeared before me this day in person, and acknowledged before me that he signed and delivered the said instrument on behalf of himself as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17th day of June, 2013.

Notary Public

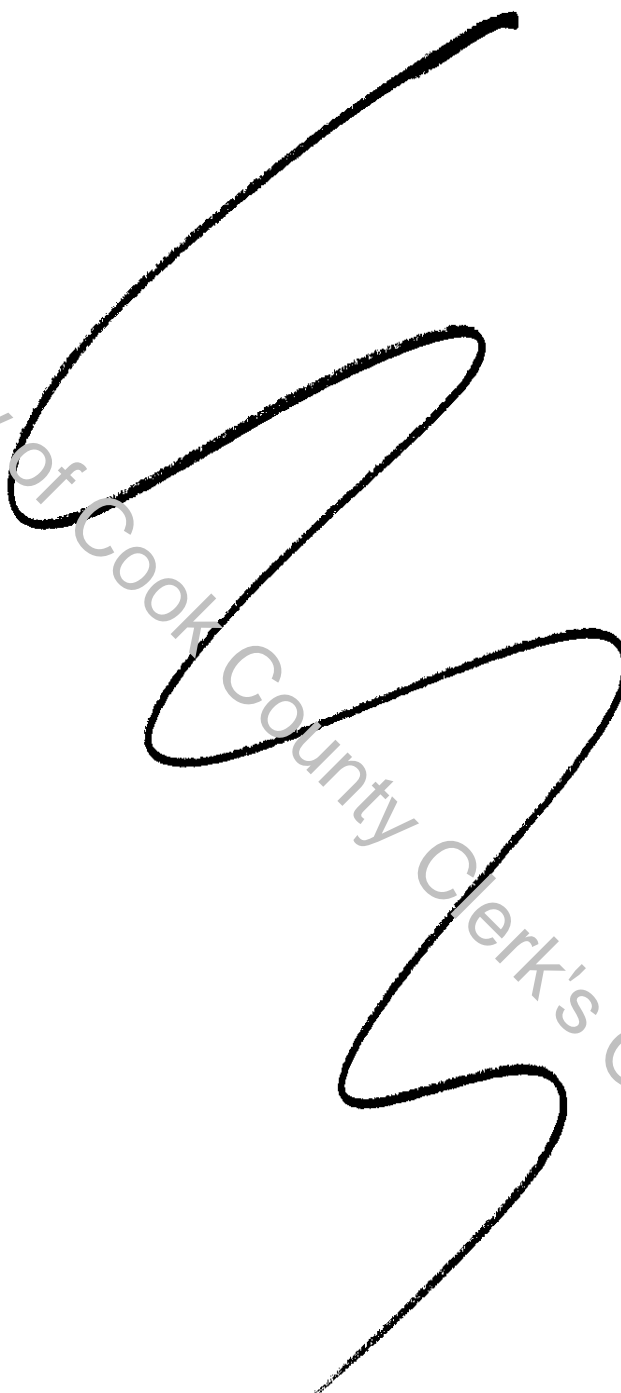
Nancy Kuzma



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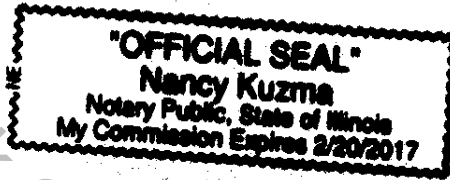
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JENNIFER E. LUNDGREN SALERNO in whose name the above and foregoing instrument was executed, appeared before me this day in person, and acknowledged before me that he signed and delivered the said instrument on behalf of himself as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17th day of June, 2013.

Notary Public

Nancy Kuzma



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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY THAT Michael Conroy the EVP of OLD PLANK TRAIL COMMUNITY BANK, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Lender.

GIVEN under my hand and Notarial Seal, this 17th day of June, 2013.

Notary Public

Nancy Kuzma



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EXHIBIT A LEGAL DESCRIPTION

LOT 12 IN BLOCK 6 IN SUBDIVISION OF THAT PARTY (EXCEPT THE NORTH 241.56 FEET) LYING NORTH OF CHICAGO, BURLINGTON, AND QUINCY RAILROAD, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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