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WHEN RECORDED MAIL TO:

Prepared by

WINTRUST BANK
190 S. LaSalle, Suite 2200
Chicago, Illinois 60603

Doc#: 1525304023 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/10/2015 09:23 AM Pg: 1 of 5

FIRST AMERICAN TITLE
ORDER # 2032855

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") dated as of March 24, 2015 is made a part of that certain Mortgage dated as of March 24, 2010, and recorded on April 14, 2010 with the Cook County, Illinois Recorder of Deeds as Document No. 1010412129, as amended from time to time (collectively, the "Mortgage") given by CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to Cole Taylor Bank, not personally but as Trustee under Trust Agreement dated January 1, 1998 and known as Trust Number 98-7815 ("Grantor") to Wintrust Bank ("Lender"). 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. NEW DEFINITIONS

The following new definitions are added to the "Definitions" section on pages 11 through 13 of the Mortgage:

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, and

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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."

2. DEFINITION OF "INDEBTEDNESS"

The definition of "Indebtedness" on Page 12 of the Mortgage is amended to read as follows:

"Indebtedness. The word "Indebtedness" is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, obligations under any Swap Agreement, other obligations and liabilities of Borrower, or any of them, and any present or future judgments against Borrower, or any of them; and whether any such Indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as a guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; whether the Indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires or otherwise; provided, however, notwithstanding anything else contained in this definition, Excluded Swap Obligations are excluded from this definition."

3. DEFINITION OF "RELATED DOCUMENTS"

The definition of "Related Documents" on Page 12 of the Mortgage is amended to read as follows:

"Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, Swap Agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness."

4. 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:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1998 AND KNOWN AS TRUST NO. 98-7815



By:
Name:
Title:

Gregory M. Stein
Trust Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, Laurel D. Thorpe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KAREN M. FINN, ~~WEST VICTOR COMPANY~~ of Chicago Title Land Trust Company, personally is 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 such person signed and delivered the said instrument as such person's 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 26th day of MARCH, 2015.

Laurel D. Thorpe
NOTARY PUBLIC

My Commission Expires:

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EXHIBIT A

Legal Description

REAL PROPERTY IN THE CITY OF WHEELING, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 1, 2, AND 3 IN AMERLINE SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 39 AND 40 IN PALWAUKEE BUSINESS CENTER UNIT TWO, BEING A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 67 AND 68 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED SEPTEMBER 11, 1986 AS DOCUMENT NUMBER 86408080, IN COOK COUNTY, ILLINOIS.

Common Address: 511 Glenn Avenue, Wheeling, Illinois 60090

PINs: 03-11-303-026-0000; 03-11-410-001-0000; 03-11-410-002-0000; 03-11-410-013-0000; 03-11-410-014-0000