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Doc#. 1602656143 Fee: \$56.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/26/2016 11:06 AM Pg: 1 of 5

Prepared By: when recorded mail to:

BARRINGTON BANK & TRUST COMPANY, N.A.
201 South Hough Street
Barrington, Illinois 60010

H25363207

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") dated as of January 6, 2016 is made a part of that certain Mortgage dated October 27, 2015 and recorded on November 2, 2015 with the Cook County Recorder of Deeds is cocument No. 1530649073, as amended from time to time (collectively, the "Mortgage") given by Corbit Associates, L.L.C., an Illinois limited liability company ("Grantor") to Barrington Bank & Trust Company, N.A. ("Lender"). This Amendment pertains to the real estate described on Exhibit A attached hereo and made a part hereof, together with all equipment, fixtures and other personal property attached to such real estate (collectively, the "Property").

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 12 through 14 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, cap

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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 13 of the Mortgage is amended to read as follows:

"Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents (including, without limitation, any Swap Agreement or any Swap Obligation), together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expensed or advanced by Lender to discharge Grantor's obligations of expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment; provided, however, notwithstanding anything else contained in this definition, Excluded Swap Obligations are excluded from this definition. Specifically, without limitation Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage."

3. **DEFINITION OF "RELATE! DOCUMENTS"**

The definition of "Related Documents" on Page 14 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 nor 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:

CORBIT ASSOCIATES, L.L.C.

Property of Cook County Clark's Office CORTNEY ANDERSON WASCHER TRUST,

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STATE OF ILLINOIS) SS.	
COUNTY OF)	
I, Mariagne M. MALAGren, a Notary Public in and for DO HEREBY CERTIFY, that Corthey Anderson Wascher, the Trust Trust, the Member of Corbit Associates, L.L.C., personally is known name is subscribed to the foregoing instrument as such Trustee, and acknowledged that such person signed and delivered the said and voluntary act and as the free and voluntary act of said entity, forth.	tee of the Cortney Anderson Wascher in to me to be the same person whose opeared before me this day in person instrument as such person's own free for the uses and purposes therein set
GIVEN under my hand and notarial seal this b day	of January 2016.
$\frac{mu}{NC}$	layuM Malnygen TARY PUBLIC
My Commission Expires:	
My Commission Expires: 8/27/19 [S E A L]	OFFICIAL SEAL MARIAYNE M MALMGREN DTARY PUBLIC - STATE OF ILLINOIS
	IN COMMISSION ENGLESS.
	Clart's Office

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EXHIBIT A LEGAL DESCRIPTION

LOT 10 IN THE PLAT OF RESUBDIVISION OF LOTS 9 AND 10 OF PART OF OUT LOT "D" (ACCORDING TO THE PLAT THEREOF FILED WITH THE REGISTRAR OF DEEDS UNDER TORRENS REGISTRATION NO. 2692491), AND LOT 11 IN THE RESUBDIVISION OF PART OF OUT LOT "D" (ACCORDING TO THE PLAT THEREOF FILED WITH THE REGISTRAR OF DEEDS UNDER TORRENS REGISTRATION NO. 2764803), ALL IN SCHAUMBURG INDUSTRIAL PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4 OF SECTION 11, AND PART OF THE SOUTHWEST 1/4 OF SECTION 12. PART OF THE NORTHWEST 1/4 OF SECTION 13, AND PART OF THE NORTHEAST 1/4 OF SECTION 14. ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF RESUBDIVISION REGISTERED IN THE OFFICE OF REGISTRAK OF TITLES ON OCTOBER 18, 1974 AS DOCUMENT LR2779316, IN COOK COUNTY, ILLING'S

mings.

Or Cook County Clarks Office Commonly Known As: 920 Remington Road, Schaumburg, Illinois 60173

PIN: 07-11-400-030-0000