

# UNOFFICIAL COPY

**WHEN RECORDED MAIL TO:**

ST. CHARLES BANK & TRUST  
COMPANY  
411 West Main Street  
St. Charles, Illinois 60174



Doc#: 1622544038 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/12/2016 12:26 PM Pg: 1 of 6

**AMENDMENT TO MORTGAGE**

THIS AMENDMENT TO MORTGAGE (this "Amendment") dated as of October 6, 2015 is made a part of that certain Mortgage dated as of November 4, 2004, and recorded on November 15, 2004 with the Cook County, Illinois Recorder of Deeds as Document No. 0432003088, as amended from time to time (collectively, the "Mortgage") given by 9-25 W. Hubbard, LLC, an Illinois limited liability company ("Mortgagor") to St. Charles Bank & Trust Company, Successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Elgin State Bank, as Seller, and Mortgagee, as Buyer, dated September 30, 2011 ("Mortgage"). This Amendment relates to the real estate more fully 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. **OBLIGATIONS SECURED**

The first two paragraphs in the "Witnesseth" Section on Page 1 of the Mortgage are amended to read as follows:

"WHEREAS:

Mortgagor is justly indebted to Mortgagee in the principal sum of Ten Million Seven Hundred fifty Thousand (\$10,750,000.00) Dollars as evidence by a certain Promissory Note dated October 6, 2015, as amended from time to time, herewith executed by Mortgagor, made payable to the order of and delivered to Mortgagee (hereinafter referred to as the "Note") whereby Mortgagor promises to pay the said principal sum or so much thereof as may be advanced by the holder or holders of the Note from time to time, together with interest therein, from date, at the rate set forth therein, in installments as set forth therein at the office of Mortgagee, or at such other place as may be designed in writing by the legal holders thereof until the entire principal and accrued interest has been paid pursuant to the terms of the said Note.

NOW, THEREFORE, in order to secure the payment of the said principal sum and interest thereon, payment and performance of any Swap Obligations (provided, however, that Excluded Swap Obligations are excluded from this definition), and the performance of the covenants and agreements herein contained, Mortgagor does by these presents grant, bargain, sell, remise,

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release, alienate, convey, and mortgage until Mortgagee, its successors and assigns forever, the real estate and all of its estate, right, title, and interest therein situated in the City of Chicago, Cook County, State of Illinois, as more particularly described in Exhibit "A" attached hereto and made a part hereof (sometimes herein referred to as the "real estate", which real estate, together with the following described property, is collectively referred to as the "Premises;""

## 2. DELETION OF COVENANT

Sections 44 of the Mortgage is hereby deleted in its entirety and replaced with the following:

"44. Intentionally Left Blank."

## 3. NEW DEFINITIONS AND MAXIMUM AMOUNT SECURED

New Sections 45 and 46 are added to the Mortgage as follows:

"45. Definitions. 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.

46. Maximum Amount Secured. At no time shall the principal amount of Indebtedness secured by this Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$21,500,000.00."

## 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.

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

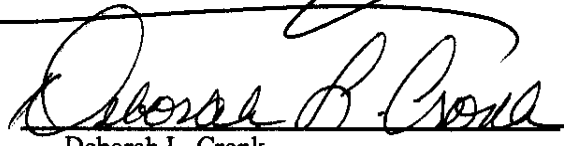
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IN WITNESS WHEREOF, this Amendment has been executed and delivered on the date first set forth above.

MORTGAGOR:  
9-25 W. HUBBARD, LLC

By:   
Name: Khalidoun Fakhoury  
Title: Manager

By:   
Name: Deborah L. Cronk  
Title: Manager

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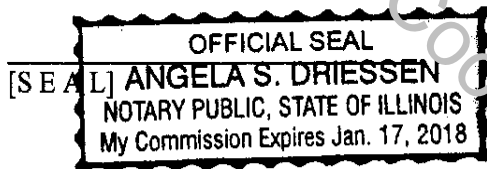
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Kane )

I, ANGELA S. DRIESSEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Khaldoun Fakhoury and Deborah L. Cronk, the Managers of 9-25 W. Hubbard, LLC, personally are known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers, 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 6<sup>th</sup> day of October, 2015.

Angela S. Driessen  
NOTARY PUBLIC

My Commission Expires: 1/17/2018



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## EXHIBIT A

### Legal Description

**PARCEL 1:**

LOTS 14 AND 15 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EAST 1/2 OF LOT 12 AND ALL OF LOT 13 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 11 (EXCEPT THE EAST 1 FOOT) IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THE WEST 1/2 OF LOT 12 AND THE EAST 1 FOOT OF LOT 11 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**Property TAX ID Numbers:**

17-09-262-007-0000

17-09-262-006-0000

17-09-262-005-0000

17-09-262-004-0000

17-09-262-003-0000

Real Property located at 9-25 W. Hubbard Street, Chicago, IL 60654