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Amendment No. 1 to
Mortgage



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/03/2017 11:31 AM PG: 1 OF 14

Document Number

Document Title

Recording Area

Name and Return Address:

Rosanne Putts
Heartland Bank and Trust Company
4456 Wolf Road
Western Springs, IL 60558

PIN: 17-05-419-017-0000

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AMENDMENT NO. 1 TO MORTGAGE

THIS AMENDMENT NO. 1 TO MORTGAGE is made as of December 31, 2016, by and among WBS CHESTNUT LLC, an Illinois limited liability company (the "Grantor"), and GH CHESTNUT, LLC, an Illinois limited liability company, TWG CHESTNUT LLC, an Illinois limited liability company, ML CHESTNUT, LLC, an Illinois limited liability company, and WS ACQUISITIONS LLC, an Illinois limited liability company (collectively, the "New Grantor") and HEARTLAND BANK AND TRUST COMPANY (the "Lender").

As of December 11, 2013, the Grantor executed the Mortgage (as defined below) in favor of Lender with respect to the real property described on Exhibit A attached hereto and incorporated herein, which was recorded on January 8, 2014 with the Cook County, Illinois Recorder of Deeds as Document No. 1400833070.

Grantor has agreed to sell and convey a portion of its fee interest in the real property described on Exhibit A to New Grantor. Lender has required as a condition to consenting to such sale that New Grantor join the Mortgage as Co-Grantors, and that Grantor, New Grantor and Lender enter into this Amendment.

In consideration of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

ARTICLE I DEFINITIONS

When used herein, the following terms shall have the following meanings specified:

- 1.1 "Amendment" shall mean this Amendment No. 1 to Mortgage.
- 1.2 "Mortgage" shall mean the Mortgage dated as of December 11, 2013, by and between the Grantor and the Lender, as amended.
- 1.3 Other Capitalized Terms. All capitalized terms used in this Amendment and not specifically defined herein shall have the definitions assigned to such terms in the Mortgage.

ARTICLE II AMENDMENTS

- 2.1 Assumption of Mortgage.
 - (a) New Grantor hereby assumes all obligations and liabilities of Grantor under the Mortgage, and accepts and agrees to be bound with the Grantor under the Mortgage as co-borrowers, jointly and severally liable together with respect to all obligations and liabilities

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under the Mortgage. The Lender consents to conveyance of a 50% interest in the real property described on **Exhibit A**, along with the fixtures and personal property associated therewith, which shall collectively mean and include the Real Property and Personal Property as defined in the Mortgage, from Grantor to New Grantor, and Lender consents to the foregoing assignment and assumption. The Grantor represents and warrants to the Lender and New Grantor that (i) it is the legal and beneficial owner of the rights and interests being assigned and assumed hereunder and that such rights and interests are free and clear of any adverse claim; and (ii) except as described in the Mortgage, no consent or notice is required to be given to the Lender or any other party regarding the assignment and assumption contemplated hereby.

(b) The New Grantor (i) confirms that it has received a copy of the Mortgage, together with such other documents and information as it has deemed appropriate to make its own decision to enter into this Amendment and to assume obligations under the Mortgage; and (ii) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Mortgage are required to be performed by Grantor under the Mortgage.

(c) Upon execution of this Amendment, New Grantor shall be a party to the Mortgage with the Grantor and shall jointly and severally pay, perform and discharge in full all obligations of the Grantor under the Mortgage with the Grantor as if New Grantor were an original signatory thereto and shall have all of the rights and obligations of the Grantor thereunder.

2.2 Amendment to Mortgage. The definition of "Grantor" on the first page of the Mortgage shall be amended to read as follows from and after the date of this Amendment:

"WBS CHESTNUT LLC, an Illinois limited liability company, GH CHESTNUT, LLC, an Illinois limited liability company, TWG CHESTNUT LLC, an Illinois limited liability company, ML CHESTNUT, LLC, an Illinois limited liability company, and WS ACQUISITIONS LLC, an Illinois limited liability company (collectively, the "Grantor")"

Each reference to the "Grantor" in the Mortgage shall mean the Grantor together with the New Grantor from and after the date of this Amendment. Grantor and the New Grantor hereby mortgage, convey and warrant to the Lender their entire right, title and interest in and to the property described on **Exhibit A**.

2.3 Miscellaneous Amendments. The Mortgage and all other agreements and instruments executed and delivered heretofore or hereafter pursuant to the Mortgage are amended hereby so that any reference therein to the Mortgage shall be deemed to be a reference to such agreements and instruments as amended by or pursuant to this Amendment.

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ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Grantor Representations and Warranties. The Grantor represents and warrants to the Lender that: (i) all of the representations and warranties made by the Grantor in the Mortgage are true and correct on the date of this Amendment, (ii) no default (howsoever defined) under the Mortgage has occurred and is continuing as of the date of this Amendment, (iii) the making, execution and delivery of this Amendment has been duly authorized by all necessary action by the Grantor and does not violate any presently existing provision of law or the articles of organization or operating agreement of the Grantor or any agreement to which the Grantor is a party or by which it or any of its assets is bound; and (iii) this Amendment is the valid and binding obligation of the Grantor, enforceable against the Grantor in accordance with its terms.

3.2 New Grantor Representations and Warranties. The New Grantor represents and warrants to the Lender that: (i) the making, execution and delivery of this Amendment and performance of and compliance with the terms of the Mortgage has been duly authorized by all necessary corporate action by the New Grantor (as to each entity) and does not violate any presently existing provision of law or the articles of incorporation or bylaws of the New Grantor (as to each entity) or any agreement to which the New Grantor (as to each entity) is a party or by which it or any of its assets is bound; and (ii) this Amendment is the valid and binding obligation of the New Grantor (as to each entity), enforceable against the New Grantor in accordance with its terms.

ARTICLE IV MISCELLANEOUS

4.1 Continuance of Mortgage. Except as specifically amended by this Amendment, the Mortgage shall remain in full force and effect.

4.2 Survival. All agreements, representations and warranties made in this Amendment or in any documents delivered pursuant to this Amendment shall survive the execution of this Amendment and the delivery of any such document.

4.3 Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois applicable to agreements made and wholly performed within such state.

4.4 Counterparts; Headings. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Article and section headings in this Amendment are inserted for convenience of reference only and shall not constitute a part hereof.

4.5 Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

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prohibition or unenforceability without invalidating the remaining provisions of this Amendment in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

4.6 Conditions. The effectiveness of this Amendment is subject to the New Grantor having executed and delivered, on or before the date hereof, the Amendment No. 1 to the Business Loan Agreement and Promissory Note between Grantor, New Grantor, and Lender.

[SIGNATURES ON NEXT PAGE FOLLOWING]

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Amendment No. 1 to Mortgage as of the day and year first written above.

HEARTLAND BANK AND TRUST COMPANY

By: [Signature]
Name: Mark Ptacek
Title: SVP

WBS CHESTNUT LLC, an Illinois limited liability company
By: THE WOLCOTT GROUP INC., MANAGER

By: [Signature]
Name: VICTOR MICHAEL
Title: TREASURER

GH CHESTNUT, LLC, an Illinois limited liability company

By: [Signature]
Name: Ang Geller
Title: Manager

TWG CHESTNUT LLC, an Illinois limited liability company
By: THE WOLCOTT GROUP INC., MANAGER

By: [Signature]
Name: VICTOR MICHAEL
Title: TREASURER

ML CHESTNUT, LLC, an Illinois limited liability company

By: [Signature]
Name: Mike Lombardi
Title: Manager

WS ACQUISITIONS LLC, an Illinois limited liability company

By: [Signature]
Name: VICTOR MICHAEL
Title: TREASURER

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STATE OF Illinois)
)
COUNTY OF Cook) SS

On this 31st day of December, 2016, before me, a Notary Public, personally appeared a representative of Heartland Bank and Trust Company, to me personally known, and such person acknowledged the execution of this instrument as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[NOTARIAL SEAL]


Name: Rosanne M Putts
Notary Public, State of Illinois
My Commission 7/28/20

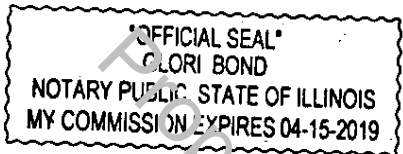
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STATE OF Illinois)
)
COUNTY OF Cook) SS

On this 31st day of December, 2016, before me, a Notary Public, personally appeared a representative of WBS CHESTNUT LLC, an Illinois limited liability company, to me personally known, and such person acknowledged the execution of this instrument as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Glori Bond
Name: Glori Bond
Notary Public, State of Illinois
My Commission 04-15-19

[NOTARIAL SEAL]

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STATE OF IL)
)
COUNTY OF COOK) SS

On this 31st day of December, 2016, before me, a Notary Public, personally appeared a representative of GH CHESTNUT, LLC, an Illinois limited liability company, to me personally known, and such person acknowledged the execution of this instrument as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[NOTARIAL SEAL]


Name: Jennifer Valentini
Notary Public, State of IL
My Commission 3/1/2020

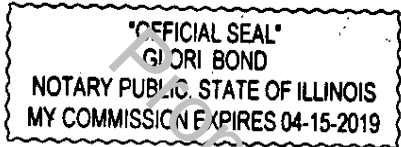
Notary of Cook County Clerk's Office

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STATE OF Illinois)
)
COUNTY OF Cook) SS

On this 31st day of December, 2016, before me, a Notary Public, personally appeared a representative of TWG CHESTNUT LLC, an Illinois limited liability company, to me personally known, and such person acknowledged the execution of this instrument as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Glori Bond
Name: Glori Bond
Notary Public, State of Illinois
My Commission 04-15-19

[NOTARIAL SEAL]

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STATE OF IL)
)
COUNTY OF COOK) SS

On this 31st day of December, 2016, before me, a Notary Public, personally appeared a representative of ML CHESTNUT, LLC, an Illinois limited liability company, to me personally known, and such person acknowledged the execution of this instrument as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Name: Jennifer Valentini
Notary Public, State of IL
My Commission 3/1/2020

[NOTARIAL SEAL]

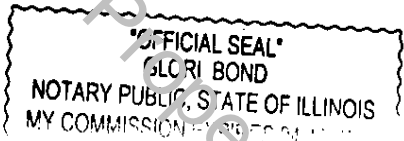
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STATE OF Illinois)
)
COUNTY OF COOK) SS

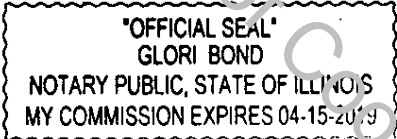
On this 31st day of December, 2016, before me, a Notary Public, personally appeared a representative of WS ACQUISITIONS LLC, an Illinois limited liability company, to me personally known, and such person acknowledged the execution of this instrument as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Glori Bond
Name: Glori Bond
Notary Public, State of Illinois
My Commission 04-15-19

[NOTARIAL SEAL]



This instrument was drafted by and should be returned to:

Alexander P. Fraser, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

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EXHIBIT A TO AMENDMENT NO. 1 TO MORTGAGE

PARCEL 1:

THE WEST 110.33 FEET OF THE FOLLOWING DESCRIBED TRACT: LOTS 1, 2 AND 4 AND THAT PART OF LOTS 3, 5, 6 AND 8, LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN BLOCK 5 IN WRIGHT'S ADDITION TO CHICAGO, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY IN BLOCK 5 IN WRIGHT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, 8 FEET SOUTHEASTERLY OF THE EAST LINE OF NORTH SANGAMON

STREET, AS MEASURED ON SAID NORTH LINE; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 13.24 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 9.25 FEET TO A POINT ON A LINE 10 FEET EAST OF AND PARALLEL TO THE EAST LINE OF NORTH SANGAMON STREET, THENCE SOUTH ON SAID PARALLEL LINE, 36.25 FEET TO A POINT 15 FEET NORTHERLY OF THE CENTER LINE OF THE MOST NORTHERLY TRACK OF SAID CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY ON A LINE 15 FEET NORTHERLY OF AND PARALLEL TO SAID NORTHERLY TRACK, 209.42 FEET TO A POINT ON THE WESTERLY LINE OF NORTH LESSING STREET, 49.90 FEET SOUTH OF THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, AS MEASURED ON THE WEST LINE OF SAID NORTH LESSING STREET THENCE NORTH ON THE WEST LINE OF SAID NORTH LESSING STREET, 49.90 FEET TO THE NORTH LINE OF SAID CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY ON SAID RIGHT OF WAY, 212.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 ABOVE AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED JULY 1, 1994 AND RECORDED JULY 29, 1994 AS DOCUMENT 94667881 MADE BY AND BETWEEN THE FIDELITY MUTUAL LIFE INSURANCE COMPANY IN REHABILITATION, FKA THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, MID TOWN BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 28, 1989 AND KNOWN AS TRUST NUMBER 1738 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 17, 1989 AND KNOWN AS TRUST NUMBER 107668-06 OVER, ALONG AND ACROSS PORTIONS OF THE PROPERTY FOR THE PURPOSES SET FORTH IN THE EASEMENT AGREEMENT, AS FOLLOWS:

- (A) THE "STORAGE EASEMENT", AS SET FORTH IN SECTION 2.1 OF THE EASEMENT AGREEMENT
 - (B) THE "ROOF DECK EASEMENT", AS SET FORTH IN SECTION 2.2 OF THE EASEMENT AGREEMENT
 - (C) THE "EQUIPMENT EASEMENT", AS SET FORTH IN SECTION 2.6 OF THE EASEMENT AGREEMENT
- OVER THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1, 2 AND 4 AND THAT PART OF LOTS 3, 5, 6 AND 8, LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, ALL TAKEN AS A TRACT, EXCEPT THE WEST 110.30 FEET THEREOF IN BLOCK 5 IN WRIGHT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

- (D) THE "SIGN EASEMENT", AS SET FORTH IN SECTION 2.3 OF THE EASEMENT AGREEMENT
 - (E) THE "PUMPING EASEMENT", AS SET FORTH IN SECTION 2.4 OF THE EASEMENT AGREEMENT
- OVER THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF LOTS 7, 9, 10, 11 AND 12 IN BLOCK 5 OF WRIGHT'S ADDITION TO CHICAGO LYING SOUTHWESTERLY OF THE LINE 15.00 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE MOST SOUTHWESTERLY TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID TRACK IS NOW LOCATED IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY OF CHICAGO NORTHWESTERN RAILROAD OF LOT 1 IN BLOCK 8 IN WIGHT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 935 W Chestnut St, Chicago, IL 60642. The Real Property tax identification number is 17-05-419-017-0000; 17-05-422-002-0000; 17-05-422-003-0000; 17-05-422-004-0000; 17-05-422-005-0000; 17-05-422-007-0000; 17-05-422-008-0000 AND 17-05-422-009-0000.

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