



1719412032

Doc# 1719412032 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/13/2017 02:34 PM PG: 1 OF 4

This document was prepared by, and after recording, return to:

Gary P. Segal, Esq.
DYKEMA GOSSETT PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606

Permanent Tax Index Number:

18-06-417-001-0000

Property Address:

929 Burlington Avenue, Western Springs, Illinois 60558

8981113

EPENNETI 1-21

**FIRST AMENDMENT
OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS FIRST AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is made as of April 28, 2017, by and between **NORTH AURORA ICE CREAM, LLC**, an Illinois limited liability company ("Mortgagor"), to and for the benefit of **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagor executed and delivered that certain Mortgage, Assignment of Leases and Rents and Fixture Filing dated March 29, 2016 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 5, 2016, as Document No. 1609610000 (the "Original Mortgage") to and for the benefit of Mortgagee, creating a first mortgage lien on certain improved real estate located at 929 Burlington Avenue, Western Springs, Illinois 60558, and legally described in **Exhibit A** attached hereto (the "Real Estate").

B. The Original Mortgage was given by Mortgagor to secure the performance of all of the obligations of Mortgagor, Oberweis Dairy, Inc., The Oberweis Group, Inc., and Oberweis Franchise Systems, LLC (each an "Original Borrower" and collectively, the "Original Borrowers"), to Mortgagee pursuant to that certain Amended and Restated Loan and Security Agreement dated as of May 2, 2012 (as amended, the "Loan Agreement").

C. The Original Borrowers and the Bank desire to amend the Loan Agreement (the "Loan Agreement Amendment") and one of the conditions precedent to the closing of the transactions contemplated by the Loan Agreement Amendment is the execution and delivery of this Amendment by Mortgagor and Mortgagee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Mortgagor hereby agree as follows:

Box 400

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1. **Recitals.** That the recitals set forth above are true and accurate and are by this reference incorporated herein and made a part of this Amendment.

2. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Mortgage.

3. **Amendment.** The Mortgage is amended by amending Section 33(o) in its entirety as follows:

(o) **Description of Loans.** As of April 28, 2017, the Loans consist of a revolving credit loan facility in the maximum amount of \$2,800,000 and one term loan in the amount of \$10,185,749.39 and certain other extensions of credit to the Borrowers. The Loans have a stated maturity date of April 30, 2022.

4. **References.** From and after the date of execution of this Amendment, any reference to the Mortgage contained in the Original Mortgage or otherwise shall be deemed to refer to the Original Mortgage, as amended by the Assumption, the First Amendment, this Amendment and as hereafter amended, modified or supplemented. From and after the date of execution of this Amendment, any reference to the Borrowers contained in the Mortgage shall be deemed to refer to the Original Borrowers, Mortgagor and TOGI BRANDS, LLC, an Illinois limited liability company.

5. **Miscellaneous.**

(a) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

(c) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.


(d) Except as expressly set forth herein, nothing in this Amendment is intended to or shall be deemed to have amended the Mortgage, which is hereby reaffirmed in all respects. Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not serve to effect a novation of the Mortgage.

[remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

NORTH AURORA ICE CREAM, LLC, an Illinois limited-liability company

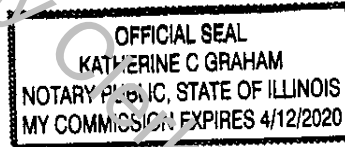
By: 
Joseph Oberweis, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF Kane)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Oberweis, the Manager of NORTH AURORA ICE CREAM, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 2017.


NOTARY PUBLIC
(SEAL)



Signature and Notary Page to First Amendment
of Mortgage, Assignment of Leases and Rents and Fixture Filing

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

THE WEST 45 FEET OF LOT 17 IN BLOCK 7 IN WESTERN SPRINGS, BEING A SUBDIVISION OF PART OF EAST HINSDALE, IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEROF RECORDED JULY 28, 1875 IN BOOK 9 OF PLATS, PAGE 91, IN COOK COUNTY, ILLINOIS.

PIN: 18-06-417-001-0000

Property Address: 929 Burlington Avenue, Western Springs, Illinois 60558