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Doc#: 1821919344 Fee: \$78.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/07/2018 11:54 AM Pg: 1 of 4

**CROSS REFERENCE: DOC. #1708045017
DOC. #1708045018**

MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS ("Modification"), executed effective as of May 15, 2018, by and between BUSEY BANK, an Illinois state-chartered bank ("Lender"), and SMW HOLDINGS, LLC, an Illinois limited liability company ("Grantor").

WITNESSETH THAT:

WHEREAS, Grantor executed for the benefit of Lender, among others, certain credit and collateral arrangements, as evidenced by certain writings, including, but not limited to, the following (collectively referred to as the "Security Documents"):

- (a) Mortgage dated February 9, 2017, which was recorded March 21, 2017, in the Cook County, Illinois Recorder of Deeds as Document No. 1708045017 (the "Mortgage"); and
- (b) Assignment of Rents dated February 9, 2017, which was recorded March 21, 2017, in the Cook County, Illinois Recorder of Deeds as Document No. 1708045018 (the "Assignment")

WHEREAS, Grantor has requested the amendment of the credit facilities secured by the Security Documents and Lender has agreed to the amendment of the credit facilities; and

WHEREAS, the meanings of all defined terms in the Security Documents shall have the same meanings when used herein, except as otherwise set forth herein.

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

1. The first paragraph of the Mortgage is amended and replaced with the following:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$6,000,000.00.

2. Henceforth, the Security Documents are amended and shall be deemed to secure Grantor's repayment obligations arising under the Note and all other Indebtedness.

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3. The defined term "Indebtedness" as set forth under the Section entitled "DEFINITIONS" appearing on page 7 of the Assignment and on page 12 of the Mortgage is amended and replaced with the following:

Indebtedness. The word "Indebtedness" means all of the principal amount outstanding from time to time under the Note and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Grantor individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Grantor, and any present or future judgments against Grantor, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Grantor for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

4. The defined term "Note" as set forth under the Section entitled "DEFINITIONS" appearing on page 8 of the Assignment and on page 13 of the Mortgage is amended and replaced with the following:

Note. The word "Note" means the Promissory Note dated May 29, 2018, in the original principal amount \$1,881,719.46 executed by Grantor and Waltenburg Holdings, LLC, jointly and severally, in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions therefor. **NOTICE: The Note contains a variable interest rate.**

5. Grantor hereby represents and warrants to Lender that all representations and warranties of Grantor as set forth in the Mortgage and Assignment are true and correct as of the date hereof.

6. Except as herein modified, all terms, provisions, covenants, representations, warranties, and conditions of the Mortgage, the Assignment and all other instruments and documents described therein and/or executed by Grantor in connection with the Indebtedness remain in full force and effect and unmodified.

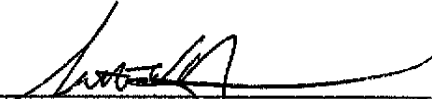
[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Modification of Mortgage and Other Security Documents to be executed as of the date first above written.

GRANTOR:

SMW HOLDINGS, LLC, an Illinois limited liability company


By: 
Scott M. Waltenburg, Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Scott M. Waltenburg, the manager of SMW Holdings, LLC, an Illinois limited liability company, who acknowledged the execution of the above and foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

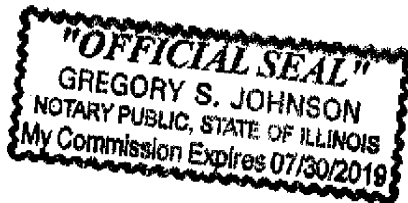
Signed and sealed this 25th day of May, 2018.

My Commission Expires:
7/30/2019


Notary Public

My County of Residence:
COOK

Gregory S. Johnson
Printed



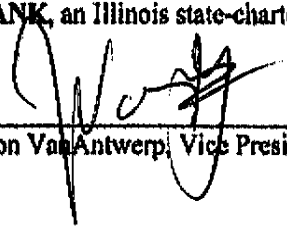
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LENDER:

BUSEY BANK, an Illinois state-chartered bank

By: _____

Jason VanAntwerp, Vice President



STATE OF ILLINOIS

COUNTY OF Champaign)

) SS.

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Jason VanAntwerp, the Vice President of Busey Bank, an Illinois banking corporation, who acknowledged the execution of the above and foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Signed and sealed this 29 day of May, 2018.

My Commission Expires:

07/06/2020

Ashleigh Bachmann
Notary Public

My County of Residence:

Champaign

Ashleigh Bachmann
Printed

This Instrument Prepared By:

Bradley S. Fuson, Esq.
Krieg DeVault LLP
12800 North Meridian Street, Suite 350
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