



Doc# 1925349266 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/10/2019 03:45 PM PG: 1 OF 6

WHEN RECORDED MAIL TO:

SCHAUMBURG BANK & TRUST
COMPANY, N.A.
1145 North Arlington Heights Road
Itasca, Illinois 60143

FL 677781 11/22

AMENDMENT TO MORTGAGE

(40 North Victoria Circle, Unit E, Streamwood, Illinois)

THIS AMENDMENT TO MORTGAGE (this "Amendment") dated as of July 1, 2019 is made a part of that certain Mortgage dated as of October 30, 2014, as amended from time to time, and recorded on December 30, 2014 in the office of the Cook County, Illinois Recorder of Deeds as Document No. 14364550077 (collectively, the "Mortgage") given by AMW Holdings, LLC, an Illinois limited liability company ("Grantor") to Schaumburg Bank & Trust Company, N.A. ("Lender"). This Amendment relates to the real estate 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. **AMOUNT SECURED**

The reference to "\$115,350.00" in the first paragraph of the Mortgage is amended to read "\$1,324,528.81".

2. **NEW DEFINITIONS**

The following new definitions are added to the "Definitions" section on pages 12 and 13 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

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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.”

3. 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 expended 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.”

4. DEFINITION OF “NOTE”

The definition of “Note” on Page 13 of the Mortgage is amended to read as follows:

“Note. The word “Note” means the promissory note dated July 1, 2019, **in the original principal amount of \$1,324,528.81** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate in the Note is a variable interest rate based upon an index. The index as used in this definition shall mean the one (1) month LIBOR Rate. Interest on the unpaid principal balance of the note referenced in this definition shall accrue at the rate equal to the one (1) month LIBOR Rate plus two and one-quarter percent (2.250%).”

5. DEFINITION OF “RELATED DOCUMENTS”

The definition of “Related Documents” on Page 13 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.”

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6. **DEFINITION OF "LIBOR RATE"**

The definition of "LIBOR Rate" is added to the Definitions Section of the Mortgage as follows:

"LIBOR Rate. The words "LIBOR Rate" mean the rate appearing on page 3750 of the Dow Jones Market Service (or on any successor or substitute page of such Service, or any successor to or substitute for such Service providing rate quotations comparable to those currently provided on such page of such Service, as determined by Lender from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London Interbank market)."

7. **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:
AMW HOLDINGS, LLC

By:	<u><i>Aaron M. Weigel</i></u>
Name:	<u>Aaron M. Weigel WIEGEL</u>
Title:	<u>Manager</u>

AMW
07-31-19

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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, Rebecca Sessions, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Aaron M. Wiegel, the Manager of AMW Holdings, LLC, personally is known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

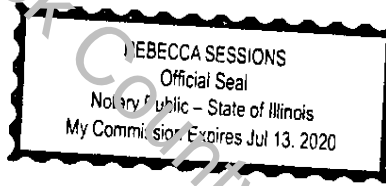
GIVEN under my hand and notarial seal this 31 day of July, 2019.

Rebecca Sessions

NOTARY PUBLIC

My Commission Expires:

Jul 13, 2020



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EXHIBIT A

Legal Description

PARCEL 14: UNIT E OF 40 N. VICTORIA LANE IN VICTORIAN PARK CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0516003074 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 14, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14A: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER E OF 40 N. VICTORIA LANE, A LIMITED COMMON ELEMENT, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND SURVEY ATTACHED THERETO.

PARCEL 14B: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE NUMBER E OF 40 N. VICTORIA LANE, A LIMITED COMMON ELEMENT, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND SURVEY ATTACHED THERETO.

Common Address: 40 North Victoria Circle, Unit E, Streamwood, Illinois

PIN: 06-14-428-015-272

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