

# UNOFFICIAL COPY

Doc#: 2231841220 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/14/2022 12:37 PM Pg: 1 of 8

**PREPARED BY:**

Pamela J. Sandborg, Esq.  
Levenfeld Pearlstein, LLC  
400 Skokie Boulevard  
Suite 800  
Northbrook, Illinois 60062

**WHEN RECORDED MAIL TO:**

OLD PLANK TRAIL COMMUNITY  
BANK, N.A.  
20012 South Wolf Road  
Mokena, Illinois 60448  
Attn: Umar Riaz c/o Cara Hoff

**ASSUMPTION AGREEMENT AND AMENDMENT  
TO MORTGAGE**

Assumption Agreement and Amendment to Mortgage dated as of August 18, 2022, given by 3130 Plainfield Road LLC, an Illinois limited liability company, SW Investments, LLC, an Illinois limited liability company, and Black Sand Capital Series 1 MB, LLC, an Illinois limited liability company (individually and collectively, "Grantor") to Old Plank Trail Community Bank, N.A. ("Lender"). This Assumption Agreement and Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof, together with all equipment, fixtures and other personal property attached to such real estate (collectively, the "Real Property").

GW Property Group, LLC - Series 16, an Illinois limited liability company, SW Investments, LLC, an Illinois limited liability company, and Black Sand Capital Series 1 MB, LLC, an Illinois limited liability company (individually and collectively, the "Original Grantor") gave to Lender that certain Mortgage dated as of August 5, 2019, and recorded on September 23, 2019, with the Cook County Recorder of Deeds as Document No. 1926617072 (the "Existing Mortgage") which encumbers the Real Property. GW Property Group, LLC - Series 16, an Illinois limited liability company, has transferred its interest in the Real Property to 3130 Plainfield Road LLC ("3130"). Lender has agreed to such transfer, so long as, among other things, Grantor executes and delivers this Assumption Agreement and Amendment.

NOW, THEREFORE, in consideration of the premises that are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Assumption Agreement and Amendment, it is agreed as follows:

1. Subject to the terms and conditions of this Assumption Agreement and Amendment, 3130 hereby assumes all of the agreements, covenants and obligations of the "Grantor" pursuant to the Existing Mortgage, and 3130 hereby agrees to be bound by such agreements, covenants and obligations as if 3130 were an original signatory to the Existing Mortgage.

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2. All references to "Grantor" in the Existing Mortgage shall hereinafter include, without limitation, 3130.

3. All of the agreements, representations and covenants and obligations set forth in the Existing Mortgage made or given by "Grantor" are hereby reaffirmed and restated by Grantor as of the date of this Assumption Agreement and Amendment.

4. All references in the Existing Mortgage to the "Mortgage" shall mean the Existing Mortgage as assumed and amended by this document.

5. Except as specifically amended and modified by this Assumption Agreement and Amendment, the Mortgage is hereby restated, reaffirmed and incorporated herein and shall remain in full force and effect. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

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

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## SIGNATURE PAGE TO ASSUMPTION AGREEMENT AND AMENDMENT TO MORTGAGE

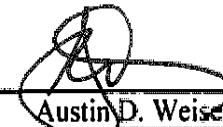
GRANTOR:

3130 PLAINFIELD ROAD LLC

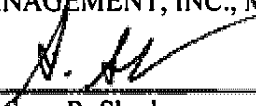
By: \_\_\_\_\_  
Name: Prashanth Reddy  
Title: Manager

SW INVESTMENTS, LLC

By: WEICORP INC., Manager

By:  \_\_\_\_\_  
Name: Austin D. Weisenbeck  
Title: President

By: SGCA MANAGEMENT, INC., Manager

By:  \_\_\_\_\_  
Name: Sean R. Sharko  
Title: President

BLACK SAND CAPITAL SERIES I MB, LLC

By: \_\_\_\_\_  
Name: Prashanth Reddy  
Title: Manager


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## SIGNATURE PAGE TO ASSUMPTION AGREEMENT AND AMENDMENT TO MORTGAGE

GRANTOR:

3130 PLAINFIELD ROAD LLC

By:   
 Name: Prashanth Reddy  
 Title: Manager

SW INVESTMENTS, LLC

By: WEICORP INC., Manager

By: \_\_\_\_\_  
 Name: Austin D. Weisenbeck  
 Title: President

By: SGCA MANAGEMENT, INC., Manager

By: \_\_\_\_\_  
 Name: Sean R. Sharko  
 Title: President

BLACK SAND CAPITAL SERIES I MB, LLC

By:   
 Name: Prashanth Reddy  
 Title: Manager

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STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF                    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Prashanth Reddy the Manager of 3130 Plainfield Road LLC, personally is known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[S E A L]

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF DuPage            )

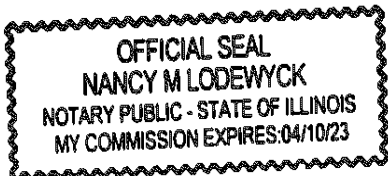
I, Nancy M Lodewyck, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Austin D. Weisenbeck, President of Weicorp Inc., and Sean R. Sharko, the President of SCGA Management, Inc., the Managers of SW Investments, LLC, personally are known to me to be the same persons whose names are subscribed to the foregoing instrument in such capacity, 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 14<sup>th</sup> day of September, 2022.

Nancy M Lodewyck  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[S E A L]

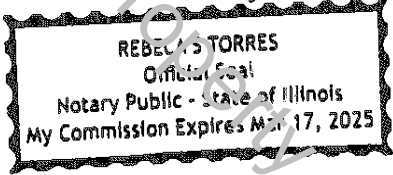


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STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS.

I, Rebecca Torres, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Prashanth Reddy the Manager of 3130 Plainfield Road LLC, personally is known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 15<sup>th</sup> day of September, 2022.



Rebecca Torres  
NOTARY PUBLIC

My Commission Expires: 03/17/2025

\_\_\_\_\_  
[S E A L]

STATE OF ILLINOIS )  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Austin D. Weisenbeck, President of Weicorp Inc., and Sean R. Sharko, the President of SCGA Management, Inc., the Managers of SW Investments, LLC, personally are known to me to be the same persons whose names are subscribed to the foregoing instrument in such capacity, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[S E A L]

# UNOFFICIAL COPY

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF DuPage )

I, Rebecca Torres, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Prashanth Reddy, the Manager of Black Sand Capital Series 1 MB, 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 15<sup>th</sup> day of September, 2022.

Rebecca Torres  
NOTARY PUBLIC

My Commission Expires: 03/17/2025



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## EXHIBIT "A" LEGAL DESCRIPTION

LOT 2 IN SAGA SUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN SUSAN'S SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN REGISTERED WITH THE REGISTRAR OF DEEDS ON FEBRUARY 24, 1982 AS DOCUMENT LR3250981 (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00°29'40" EAST, BEARING BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 103.40 FEET; THENCE SOUTH 89°37'41" EAST 10.00 FEET; THENCE SOUTH 00°29'40" WEST 72.00 FEET; THENCE SOUTH 53°34'29" EAST 49.32 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 87°39'22" WEST ALONG SAID SOUTH LINE 50.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF LOT 2 IN SAGA SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 14, 1983 AS DOCUMENT LR3335398 IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT), WITH A COMBINED SCALE FACTOR OF 0.999951216, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 2; THENCE SOUTH 00°21'36" WEST, A DISTANCE OF 227.93 FEET ALONG THE WEST LINE OF SAID LOT 2 (ALSO BEING THE EAST RIGHT-OF-WAY LINE OF PLUM GROVE ROAD) TO THE POINT OF BEGINNING; THENCE SOUTH 27°23'54" EAST, 11.81 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID PLUM GROVE ROAD AS ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE NO. 90-L-50417 AND SHOWN ON THE PLAT OF HIGHWAY RECORDED DECEMBER 2, 1991 AS DOCUMENT NO. 91629948; THENCE NORTH 89°38'24" WEST, 10.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON SAID WEST LINE OF LOT 2; THENCE NORTH 00°21'36" EAST, 19.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.002 ACRES OR 95 SQUARE FEET, MORE OR LESS.

Commonly Known as: 800 East Golf Road, Schaumburg, Illinois 60173

PIN: 07-11-400-072-0000