

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1126203007 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/19/2011 09:59 AM Pg: 1 of 7

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 17-30-209-017-1005; 17-30-209-017-1006; 17-30-209-017-1007

Address:

Street: 2404 S. WOLCOTT AVENUE

Street line 2: UNITS, 5,6 & 7

City: CHICAGO

State: IL

ZIP Code: 60608

Lender: JP MORGAN CHASE BANK, N.A.

Borrower: JLG PROPERTIES, LLC

Loan / Mortgage Amount: \$14,870,794.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77170 et seq. because the application was taken by an exempt entity.

S yes
P 7
S ok
M N
SC yes
E yes
INT ok

Certificate number: 8DB82F5A-2AED-4AE6-9136-78A84E5E1079

Execution date: 07/22/2011

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PREPARED BY:  
 C Svientek/790265011000  
 10 S. Dearborn, IL1- 1145  
 Chicago, IL 60670

## WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13543  
 CT LIEN SOLUTIONS  
 P.O. BOX 29071  
 Glendale, CA 91209-9071  
  
 29664898-IL-Cook County Rec

**Mortgage Amendment**

This Mortgage Amendment (the "Amendment") is dated as of July 22, 2011, between JLG Properties, LLC, whose address is 2404 S. Wolcott Avenue, Units 5,6 & 7, Chicago, IL 60608 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 10 S. Dearborn, Chicago, IL 60670, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage Assignment of Leases and Rents, Security Agreement and Financing Statement, dated March 12, 2002 and recorded on April 29, 2002 as Document No.0020297468, Cook County Records (as amended and replaced from time to time, the "Mortgage"), and as Assignment of Rents, dated March 12, 2002 and recorded on March 15, 2002 as Document No. 0020297469, in Cook County Records (as amended and replaced from time to time, the "Assignment"). The Mortgage and Assignment encumber the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Chicago, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

Commonly known as 2404 S. Wolcott Avenue, Units, 5, 6 & 7, Chicago, Illinois 60608,  
 Tax Parcel Identification No. 17-30-209-017-1005, 17-30-209-017-1006, and 17-30-209-017-1007.

The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Term Note, dated June 30, 2009, payable by JLG Properties, LLC to the Mortgagee, in the original principal sum of One Million Two Hundred Seventy Thousand Seven Hundred Ninety-Four and 00/100 Dollars (\$1,270,794.00); a(n) Line of Credit Note, dated June 22, 2009, payable by J L GONZALEZ PRODUCE, INC. to the Mortgagee, in the original principal sum of One Million and 00/100 Dollars (\$1,000,000.00); a(n) Construction Loan Note, dated February 22, 2011, payable by AGS 2812, LLC to the Mortgagee, in the original principal sum of Eight Million Five

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Hundred Thousand and 00/100 Dollars (\$8,500,000.00); and a(n) Construction Loan Note, dated March 28, 2011, payable by AGS 2812, LLC to the Mortgagee, in the original principal sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (collectively, the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgage is amended to also secure the repayment of an additional extension of credit evidenced by a(n) Term Note, dated July 22, 2011, payable from JLG Properties, LLC to the Mortgagee in the original principal sum of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00), including all extensions and renewals (the "New Extension of Credit").
2. The Mortgage and Assignment continue to secure the Original Extension of Credit and shall also secure the New Extension of Credit; therefore, the maximum principal sum of the Liabilities shall not exceed Seventeen Million Four Hundred Seventy Thousand Seven Hundred Ninety-Four and 00/100 Dollars (\$17,470,794.00).
3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Mortgage and Assignment are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
5. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.
6. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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**JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

**Mortgagor:**

JLG Properties, LLC

By: \_\_\_\_\_

*Jose L. Gonzalez*  
\_\_\_\_\_  
Jose L. Gonzalez Member/Manager  
Printed Name Title

**Mortgagee:**

JPMorgan Chase Bank, N.A.

By: \_\_\_\_\_

*Thomas J. Zipporano*  
\_\_\_\_\_  
Thomas J. Zipporano CFO  
Printed Name Title

C Svientek \ IL000002000112440  
790265011000 \ DW000B009615814E5C30

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT OF MORTGAGOR

State of ILLINOIS )  
County of Cook ) ss

I, Karen Sumler, a Notary Public in and for said County and State, certify that Jose L. Gonzalez, a member of JLG Properties LLC a(n) Illinois LLC and \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such member and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of August, 20 11

My Commission expires: 09/30/14  
Karen Sumler  
Notary Public



## ACKNOWLEDGMENT OF MORTGAGEE

State of ILLINOIS )  
County of Cook ) ss

I, Karen Sumler, a Notary Public in and for said County and State, certify that Thomas J. Zipparo, a Officer of JPMorgan Chase Bank NA, a(n) National Association and \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Officer and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said National Association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of August, 20 11

My Commission expires: 09/30/14  
Karen Sumler  
Notary Public



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Exhibit "A" to  
Mortgage Amendment dated July 22, 2011

**LEGAL DESCRIPTION:****PARCEL 1:**

UNITS 5, 6 AND 7 IN CHICAGO INTERNATIONAL PRODUCE MARKET CONDOMINIUM AS  
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

**PARCEL A:**

LOTS 1 THROUGH 15 BOTH INCLUSIVE, (EXCEPTING THEREFROM THE WEST 65 FEET OF THE  
SOUTH 15 FEET OF LOT 2 AND THE WEST 15 FEET OF LOTS 3 THROUGH 15, BOTH  
INCLUSIVE), AND LOTS 16, 17, AND 18 (EXCEPTING THEREFROM THE WEST 100 FEET  
THEREOF), ALL IN BLOCK 13; AND LOTS 19 TO 34 BOTH INCLUSIVE, AND LOT 35  
(EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE EAST 30 FEET THEREOF) AND LOT 36  
(EXCEPTING THEREFROM THE EAST 80 FEET THEREOF) ALL IN BLOCK 12, ALL SAID LOTS  
AND BLOCKS BEING IN S. J. WALKER'S DOCK ADDITION TO CHICAGO BEING A SUBDIVISION  
OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF  
THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH  
BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

**PARCEL B:**

THE WESTERLY 1/2 OF CANAL "C" LYING EAST OF AND ADJOINING LOTS 19 TO 35, BOTH  
INCLUSIVE, (EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE WESTERLY 1/2 OF CANAL  
"C" LYING EAST OF AND ADJOINING THE NORTH 80.4 FEET OF LOT 35), ALL IN BLOCK 12  
IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2  
NORTH OF RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL C:**

ALL THAT PART OF VACATED SOUTH WOLCOTT AVENUE DESCRIBED AS FOLLOWS:  
LYING WEST OF THE WEST LINE OF LOTS 19 TO 36, BOTH INCLUSIVE, IN BLOCK 12  
AFORESAID; LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN BLOCK  
13 AFORESAID, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF  
LOT 36 IN BLOCK 12 FROM A POINT WHICH IS 38.89 FEET SOUTH OF THE NORTHWEST  
CORNER OF SAID LOT 36 AS MEASURED ALONG THE WEST LINE OF SAID LOT 36, SAID RIGHT  
ANGLE LINE EXTENDED WEST TO THE EAST LINE OF LOT 1 IN BLOCK 13 AND LYING NORTH  
AND NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 19 IN BLOCK 12 TO  
THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 13 AFORESAID; SAID VACATED STREET BEING  
FURTHER DESCRIBED AS THAT PART OF SOUTH WOLCOTT AVENUE LYING BETWEEN A RIGHT  
ANGLE LINE DRAWN FROM THE EAST LINE OF SOUTH WOLCOTT AVENUE FROM A POINT 38.33  
FEET SOUTH OF THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE  
RAILROAD AND THE NORTHWESTERLY LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE

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CHICAGO RIVER, AS VACATED BY VACATION ORDINANCE RECORDED OCTOBER 4, 2000 AS DOCUMENT 00778090.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020271499 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RIGHT TO USE OF U5-A, U6-A, AND U7-A , EXCLUSIVE LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0020271499.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AGREEMENT RECORDED OCTOBER 19, 1977 AS DOCUMENT 25201753 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, UNDER TRUST NO. 44760, AND EDWARD HINES LUMBER CO., A CORPORATION OF DELAWARE, OVER THE FOLLOWING DESCRIBED PROPERTY:

AN EASEMENT 22 FEET IN WIDTH LYING 11 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEING THAT PART OF LOTS 16, 17 AND 18 IN BLOCK 13 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER DESCRIBED AS FOLLOWS::

NOTE: THE WEST LINE OF AFORESAID LOTS 16, 17 AND 18 IS CONSIDERED AS BEARING DUE NORTH FOR THE FOLLOWING COURSES: COMMENCING AT THE NORTHWEST CORNER OF AFORESAID LOT 16, THENCE NORTH 89 DEGREES 54 MINUTES EAST IN ITS NORTH LINE, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING OF THE AFORESAID CENTER LINE; THENCE SOUTH IN AFORESAID CENTER LINE A DISTANCE OF 347.0 FEET TO MANHOLE; THENCE SOUTH 25 DEGREES 49 MINUTES WEST IN AFORESAID CENTER LINE A DISTANCE OF 71.50 FEET TO THE END OF THE SEWER BEING IN THE WESTERLY FACE OF STEEL SHEETING, IN COOK COUNTY, ILLINOIS.

Commonly known as 2404 S. Wolcott Avenue, Units, 5, 6 & 7, Chicago, Illinois 60608,  
Tax Parcel Identification No. 17-30-209-017-1005, 17-30-209-017-1006, and 17-30-209-017-1007.