

# UNOFFICIAL COPY



Doc#: 1213057218 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/09/2012 12:02 PM Pg: 1 of 8

Above space for Recorder's use

\*\*\*\*\*

AFTER RECORDING ) Continuum Capital Funding LLC  
) Attn: Brian Lignelli  
) 520 W. Erie St., Ste. 300-S  
MAIL THIS INSTRUMENT TO: ) Chicago, IL 60654

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## FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective this 1st day of May, 2012 by ALJ Investment Inc. ("Mortgagor"), and shall amend that certain REVOLVING LINE OF CREDIT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING dated as of April 19, 2012 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 25, 2012 as Document No. 1211610066, (as amended, the "Mortgage"), the Mortgage granting a security interest to Lender in certain real estate legally described in Exhibit A attached to the Mortgage (securing that certain AMENDED AND RESTATED LINE OF CREDIT PROMISSORY NOTE dated of even date herewith (the "Note") in the amount equal to Five Hundred Thousand and no/100 Dollars (\$500,000.00) ("Loan Amount") made by Mortgagor to CONTINUUM CAPITAL FUNDING, LLC, a limited liability company duly organized and existing under the laws of the State of Illinois ("Lender")) (the Mortgage, together with certain other loan documents together with the Note, collectively, the "Loan Documents").

1. **Definitions.** The definitions set forth herein shall be as set forth in the Mortgage and/or Loan Documents.

2. **Amendment to Mortgage.** The Mortgage is hereby amended as follows:

a. Paragraph 1.1(h) on page two (2) of the Mortgage is hereby deleted in its entirety and replaced with the following:

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“Land: The real estate described in Exhibit A attached hereto and commonly known as

7234 South Prairie Avenue, Chicago, IL, 60619,  
 7211 South Constance Avenue, Chicago, IL 60649,  
 8043 South Calumet Avenue, Chicago, IL 60619,  
 10222 South Prairie Avenue, Chicago, IL 60628,  
 10202 South Princeton Avenue, Chicago, IL 60628,  
 10358 South Lowe Avenue, Chicago, IL 60628,  
 7836 South Maryland Avenue, Chicago, IL 60619,  
 7636 South Loomis Boulevard, Chicago, IL 60620,  
 11701 South Bishop Street, Chicago, IL 60643, and  
 10344 South Green Street, Chicago, IL 60643

- b. Exhibit “A” attached to the Mortgage is hereby deleted in its entirety and replaced with Exhibit “A” attached hereto.
- c. Pursuant to the execution by Borrower of the AMENDED AND RESTATED LINE OF CREDIT PROMISSORY NOTE dated of even date herewith, increasing the loan amount to **Five Hundred Thousand and no/100 Dollars (\$500,000.00)**, the Loan Amount shall be equal to **Five Hundred Thousand and no/100 Dollars (\$500,000.00)**, and the aggregate principal amount evidenced by the Note as of the date hereof, shall equal **Five Hundred Thousand and no/100 Dollars (\$500,000.00)**. Other than as set forth in the AMENDED AND RESTATED LINE OF CREDIT PROMISSORY NOTE or herein, the interest rate and maturity date with regards to the Loan shall be governed by the terms set forth in the applicable Loan Documents.
- d. The Mortgage is hereby amended pursuant to the terms hereof such that, the Mortgage shall secure, among other things, the increased principal amount set forth in paragraph 2(c) of this Amendment.
- e. The Loan Documents and the terms thereof are hereby amended pursuant to the terms of this Amendment. The Loan Documents and the terms thereof are hereby also amended pursuant to the terms of this Amendment such that the defined term “Mortgage” as it appears in any and all of the Loan Documents shall mean the Mortgage as amended by the terms of this Amendment.
- f. This Amendment shall constitute a “Loan Document” under the terms of and as defined in each of the Loan Documents.

**3. Ratification of Loan Documents.** This Amendment is supplementary to the Note, Mortgage and the other Loan Documents. All of the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect except as herein expressly modified. The Mortgagor and Borrower agree to

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continue to comply with and perform all of the covenants, conditions and obligations set forth in the Loan Documents.

**4. Further Renewals, Extensions or Modifications.** The Mortgage and other collateral given to secure payment of the Note, as hereby amended, shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness secured thereby, however evidenced, and any such extensions, modifications or change in the terms thereof shall not impair in any manner the validity of or priority of the Mortgage, nor release the Mortgagor, Borrower or any Co-maker, Surety or Guarantor of the indebtedness thereby secured from personal liability, if assumed, for the indebtedness thereby secured.

**5. Waiver and Release of Claims/Disclaimer of Reliance.** Mortgagor and Borrower represents to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto, including but not necessarily limited to, this Amendment. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Mortgagor and Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liability, rights, claims, losses, expenses, or causes of action, known or unknown, arising in conjunction therewith. Mortgagor and Borrower also waive, release and forever discharge the Released parties and each of them from and against any and all known or unknown rights to set off, defenses, claims, counterclaims, causes of action, or other bar to the enforcement of this Amendment or the Loan Documents. Mortgagor and Borrower expressly disclaim any reliance on any oral representation made by the Lender with respect to the subject matter of this Amendment.

**6. Conditions.** The agreements to be made by the Lender hereunder shall be conditioned upon the upon the occurrence of the following events:

- a. This Amendment shall have been fully executed and delivered by the Mortgagor and each and every Co-Maker, Co-Borrower, Guarantor and/or Surety that has an obligation with respect to the indebtedness, interest thereon and such other costs and obligations of Mortgagor and Borrower provided for in the Note, Mortgage or any other Loan Document;
- b. This Amendment shall, at Mortgagor's expense, be recorded in the Office of the Recorder of Deeds of Cook County, Illinois;
- c. Lender shall have received, at the Mortgagor's expense, a title insurance commitment to insure the continued first lien position of the Mortgage (as herein modified) on the Mortgaged Property, and to insure the increased Loan Amount set forth herein, by the issuance of an endorsement to the policy of title insurance previously obtained to insure the first lien of the Mortgage on the Mortgaged Property.

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7. **Successors and Assigns.** The provisions of this Amendment shall inure to the benefit of any Holder of said Note and shall bind the successors, heirs, personal representatives and assigns of the Mortgagor and Borrower.

8. **Governing Law.** The terms of this Amendment shall be governed by and construed in accordance with the terms of the laws of the State of Illinois.

IN TESTIMONY WHEREOF, the parties hereto have signed this FIRST Amendment to Mortgage and have caused it to be dated the day and year first above written.

**MORTGAGOR:**

**ALJ INVESTMENT INC.,**

By: *Andre L. Jackson*  
Name: Andre L. Jackson  
Title: President  
Sole Director  
Sole Shareholder

**ACKNOWLEDGMENT**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andre L. Jackson, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as President of ALJ Investment Inc., an Illinois corporation (the "Company"), appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as a Manager of The Company, and as the free and voluntary act of the Company, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 15<sup>th</sup> day of May, 2012.

*Ming Mac*  
NOTARY PUBLIC

My Commission Expires:  
4/28/13



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## EXHIBIT A

### LEGAL DESCRIPTION (SEE ATTACHED)

(PROPERTIES COMMONLY KNOWN AS:

7234 South Prairie Avenue, Chicago, IL, 60619,  
7211 South Constance Avenue, Chicago, IL 60649,  
8043 South Calumet Avenue, Chicago, IL 60619,  
10222 South Prairie Avenue, Chicago, IL 60628,  
10202 South Princeton Avenue, Chicago, IL 60628,  
10358 South Lowe Avenue, Chicago, IL 60628,  
7836 South Maryland Avenue, Chicago, IL 60619,  
7636 South Loomis Boulevard, Chicago, IL 60620,  
11701 South Bishop Street, Chicago, IL 60643, and  
10344 South Green Street, Chicago, IL 60643)

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1412 008889787 LP1  
 STREET ADDRESS: 7234 S. PRAIRIE AVE  
 CITY: CHICAGO COUNTY: COOK  
 TAX NUMBER: 20-27-109-029-0000

**LEGAL DESCRIPTION:**

SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
 IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

LOT 106 (EXCEPT THE NORTH 1.00 FOOT THEREOF) AND THE NORTH 2.00 FEET OF LOT 107  
 IN FRANK DELUGACH'S PRINCETON PARK ADDITION, BEING A RESUBDIVISION IN THE  
 SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

THE EAST 1/2 (EXCEPT THE WEST 7.00 FEET AND THE EAST 33.00 FEET THEREOF) OF THAT  
 PART OF THE SOUTH 1.00 ACRE OF THE EAST 1/2 OF LOT 5 IN SCHOOL TRUSTEES'  
 SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF SOUTH LOWE AVENUE AND EAST OF  
 THE EAST LINE OF SOUTH UNION AVENUE, (EXCEPT THAT PART THEREOF LYING BETWEEN THE  
 EAST LINE AND THE WEST LINE OF 14-FOOT ALLEY IN BLOCK 2 IN HOMEBUILDER'S  
 ADDITION TO FERNWOOD, BEING A SUBDIVISION OF THE EAST 1/2 OF LOT 4 AND (EXCEPT  
 THE SOUTH 1.00 ACRE THEREOF) OF THE EAST 1/2 OF LOT 5 IN SCHOOL TRUSTEES'  
 SUBDIVISION AFORESAID EXTENDED, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 7:**

LOT 15 (EXCEPT THE NORTH 5 FEET THEREOF) AND THE NORTH 10 FEET OF LOT 16 IN  
 BLOCK 87 IN CORNELL, A SUBDIVISION IN SECTION 23 AND 35, TOWNSHIP 38 NORTH,  
 RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 8:**

LOT 13 IN AUGUST BERKE'S SUBDIVISION OF BLOCK 22 IN THE SUBDIVISION OF THE WEST  
 1/2 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 9:**

LOT 1 IN BLOCK 18 IN FREDERICK H. BARTLETT'S GREATER CALUMET SUBDIVISION OF  
 CHICAGO, BEING A PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE  
 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 10:**

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 STREET ADDRESS: 7234 S. PRAIRIE AVE  
 CITY: CHICAGO COUNTY: COOK  
 TAX NUMBER: 20-27-109-029-0000

## LEGAL DESCRIPTION:

## PARCEL 1:

LOT 4 (EXCEPT THE NORTH 33-1/3 FEET AND EXCEPT THE SOUTH 33-1/3 FEET THEREOF) IN BLOCK 4 IN PRESCOTT'S SUBDIVISION OF EAST 1/2 OF NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

LOT 93 IN FRED H. BARLETT'S GREATER CHICAGO SUBDIVISION NO. 1, BEING A SUBDIVISION OF ALL THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, AND ALL THAT PART OF THE SOUTHEAST 1/4 OF SAID SECTION 10, LYING WEST OF AND ADJOINING THE I.C.P.R. RIGHT OF WAY (EXCEPTING THEREFROM THE NORTH 33.277 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

LOT 16 (EXCEPT THE NORTH 10.00 FEET AND EXCEPT THE SOUTH 10.00 FEET THEREOF) IN LEE BROTHERS' SUBDIVISION OF BLOCK 12 IN WEBSTER'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 4A:

THE SOUTH 6 INCHES OF LOT 14 AND THE NORTH 33.00 FEET OF LOT 15 IN CHRISTOPHER COLUMBUS ADDITION TO JACKSON PARK, BEING A SUBDIVISION OF BLOCKS 4 AND 5 OF G. W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 4B:

EASEMENT FOR THE BENEFIT OF PARCEL 4A, AS CREATED BY AGREEMENT MADE BY MARTIN MCHUGH AND DELIA MC HUGH, HIS WIFE WITH R. J. MANLY DATED FEBRUARY 6, 1923 AND RECORDED MARCH 7, 1923 AS DOCUMENT 7830708 FOR INGRESS AND EGRESS OVER THE EAST 8.00 FEET OF LOTS 13 AND 14 (EXCEPT THE SOUTH 6 INCHES OF SAID LOT 14) IN CHRISTOPHER COLUMBUS ADDITION TO JACKSON PARK, BEING A SUBDIVISION OF BLOCKS 4 AND 5 OF G. W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF

(CONTINUED)

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1412 008889787 LP1  
STREET ADDRESS: 7234 S. PRAIRIE AVE  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 20-27-109-029-0000

LEGAL DESCRIPTION:

LOT 20 IN BLOCK 2 IN ~~FIREWOOD~~<sup>Fernwood</sup> MANOR BEING WILLIAM A. BOND AND COMPANY'S  
SUBDIVISION OF THE EAST 9 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 17, ALSO THAT PART OF THE WEST 1/2 OF THE EAST 18 ACRES  
OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17,  
LYING EAST OF THE WEST LINE OF SOUTH PEORIA STREET PRODUCED ALL IN TOWNSHIP 37  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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