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PREPARED BY:  
C Svientek/792092199000



WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13543  
CT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
38214287-IL550-Cook County Rec

Doc#: 1314417031 Fee: \$48.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/24/2013 11:14 AM Pg: 1 of 6



## Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of April 12, 2013, between FOSTER AVE., LLC, whose address is 2211 South Foster Avenue, Wheeling, IL 60090 (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 September 16, 2008 and recorded on November 12, 2008 as Document No. 0831704068, Cook County Records (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

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

Lots 7 and 8 in Palwaukee Industrial Park, being a subdivision of part of the South East 1/4 of section 1  
23, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

(the "Premises"),

Commonly known as 2211 South Foster Avenue, Wheeling, Illinois 60090,  
Tax Parcel Identification No. 03-23-407-007-0000; 03-23-407-008-0000.

The Mortgagor and Mortgagee desire to amend the Mortgage to secure additional obligations of the Mortgagor to the Mortgagee.

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 hereby amended by amending and restating that certain paragraph of the Mortgage which defines the term "Liabilities" in the Mortgage, including, without limitation, all subparagraphs thereof, in its entirety and by replacing it with the following:

S Yes  
P 6  
N  
N  
Yes  
Yes  
sw

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The term "Liabilities" means all indebtedness, liabilities and obligations of every kind and character of each Borrower to the Mortgagee, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Mortgagee or to a third party and subsequently acquired by the Mortgagee, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Mortgagor and the Mortgagee specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Mortgagee. The term "Liabilities" includes, without limitation, the following:

- (1) That certain Term Note, dated September 16, 2008 in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00), executed and delivered by Foster Ave., LLC to the Mortgagee; and
- (2) That certain Term Note, dated April 12, 2013 in the original principal amount of Two Hundred Twenty Thousand Seven Hundred Sixty-Seven and 86/100 Dollars (\$220,767.86), executed and delivered by WOOD BROTHERS STEEL STAMPING CO. to the Mortgagee; and
- (3) That certain Line of Credit Note, dated April 12, 2013 in the original principal amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), executed and delivered by WOOD BROTHERS STEEL STAMPING CO. to the Mortgagee; and
- (4) The performance of all of the promises and agreements contained in this Mortgage.

The maximum principal sum secured by this Mortgage shall not exceed Three Million Two Hundred Forty-One Thousand Five Hundred Thirty-Five and 72/100 Dollars (\$3,241,535.72) at any one time outstanding. This Mortgage shall not apply to any obligation or debt incurred for personal, household or family purposes unless the note or guaranty evidencing such personal, household or family debt expressly states that it is secured by this Mortgage.

This Mortgage is given to secure a revolving credit loan pursuant to and in accordance with the note described in clause (3) above and shall secure not only presently existing indebtedness under such note, but also future advances, whether such advances are obligations or to be made at the option of the Mortgagee or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all the Liabilities hereby secured, including future advances, from the time of its recording in the Recorder's Office of the county in which the Premises are located. The total amount of the Liabilities hereby secured may increase or decrease from time to time, but the total unpaid balance of the Liabilities hereby secured (including disbursements which the Mortgagee may take under this Mortgage, the above-described note or any other Related Documents) at any one time outstanding shall not exceed the maximum principal sum set forth above.

The term "Rate Management Transaction" in this Mortgage means any transaction, (including an agreement with respect thereto) now existing or hereafter entered into by any Borrower and the Mortgagee, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option, derivative transaction or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

The term "Related Documents" in this Mortgage means all loan agreements, credit agreements, reimbursement agreements, security agreements, mortgages, deeds of trust, pledge agreements, assignments, guaranties, or any other instrument or document executed in connection with any of the Liabilities.

2. Mortgagor hereby MORTGAGES AND WARRANTS to the Mortgagee all of the Mortgagee's right, title and interest, now owned or hereafter acquired, in the Premises, to secure all of the "Liabilities" (as the definition of that term has been amended by this Mortgage Amendment).

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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 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.

**JURY WAIVER.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, 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:

FOSTER AWF, LLC

By: 

Printed Name

Gerald W. Scully, Member

Title

Mortgagee:

JPMorgan Chase Bank, N.A.

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

Printed Name

Title

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**JURY WAIVER.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, 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:

FOSTER AVE. LLC

By:

Printed Name

Title

*Gerald A. Swally*  
Gerald A. Swally, Member

Mortgagee:

JPMorgan Chase Bank, N.A.

By:

Printed Name

Title

*John Butler*  
John Butler, Officer

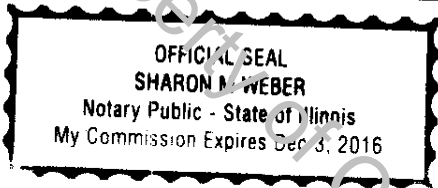
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## ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois )  
County of Cook ) ss

I, Sharon M Weber, a Notary Public in and for said County and State,  
certify that Gerald Scully, a Member of the LLC,  
a \_\_\_\_\_ 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 16 day of April, 2013



My Commission expires: 12/3/16  
\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF MORTGAGEE

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

I, \_\_\_\_\_, a Notary Public in and for said County and State,  
certify that \_\_\_\_\_, a \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons  
whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ 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 \_\_\_\_\_  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

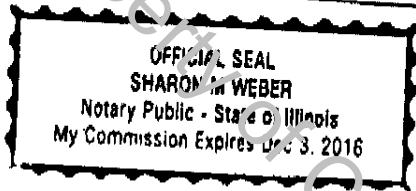
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ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois  
County of Cook ) ss

I, Sharon M Weber  
certify that Gerald Scally a Notary Public in and for said County and State,  
a(n) Member of the 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 16 day of April, 2013



My Commission expires: 12/3/16  
[Signature]  
Notary Public

ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois  
County of Cook ) ss

I, Chiquita C. Weaver  
certify that John Butler a Notary Public in and for said County and State,  
Bank a(n) National Association a(n) Officer of J.P. Morgan Chase  
and \_\_\_\_\_ of said \_\_\_\_\_ personally known to me to be the persons  
whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ 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 \_\_\_\_\_  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of April, 2013

My Commission expires: 9-30-2014  
Chiquita C. Weaver  
Notary Public

