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Doc#: 1318322035 Fee: \$72.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/02/2013 11:34 AM Pg: 1 of 8

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Above space for Recorder's use

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

FIFTH AMENDMENT TO MORTGAGE

THIS FIFTH AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective this 20th day of June, 2013 by ALJ Investments, 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 by that FIRST AMENDMENT TO MORTGAGE dated May 1, 2012 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 9, 2012, as Document No. 1213057218, and as further amended by that certain SECOND AMENDMENT TO MORTGAGE dated June 21, 2012, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 16, 2012, as Document No. 1219847071 and as further amended by that certain THIRD AMENDMENT TO MORTGAGE dated December 12, 2012, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 17, 2012 as Document No. 1235222097 and as further amended by that certain FOURTH AMENDMENT TO MORTGAGE dated February 11, 2013 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 13, 2013, as Document No. 1304422002, and this FIFTH AMENDMENT TO MORTGAGE to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois (as amended, referred to as the "Mortgage"), the Mortgage granting a security interest to Lender in certain real estate legally described in Exhibit A attached to the Mortgage, said Mortgage securing that certain SECOND AMENDED AND RESTATED LINE OF CREDIT PROMISSORY NOTE dated June 21, 2012 (as amended from time to time, referred to as the "Note") in the amount equal to **One Million**

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and no/100 Dollars (\$1,000,000.00) ("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, the Note, and the other loan documents evidencing or related to the Loan, are, collectively, referred to as 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:

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

- i. 9955 South Wallace Street, Chicago, Illinois 60628;
- ii. 7643 South Bennett Avenue, Chicago, Illinois 60628;
- iii. 8626 South Damen Avenue, Chicago, Illinois 60620;
- iv. 7124 South Troy Street, Chicago, Illinois 60629;
- v. 7320 South Sacramento Avenue, Chicago, Illinois 60629;
- vi. 6839 West Shakespeare Avenue, Chicago, Illinois 60707;
- vii. 7528 South Saint Lawrence Avenue, Chicago, Illinois 60619;
- viii. 7532 South Vernon Avenue, Chicago, IL 60619;
- ix. 7141 South Albany Street, Chicago, Illinois 60629;
- x. 643 East 100th Place Chicago, Illinois 60628;
- xi. 7131 South Troy Street, Chicago, Illinois 60629;
- xii. 6058 South Richmond Street, Chicago, Illinois 60629; and
- xiii. 10216 South Prairie Avenue, Chicago, Illinois 60628."

b. Exhibit "A" attached to the Mortgage is hereby deleted in its entirety and replace with Exhibit "A" attached hereto.

c. 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.

d. 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 setoff, 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 **THIRD** Amendment to Mortgage and have caused it to be dated the day and year first above written.

MORTGAGOR:

ALJ INVESTMENTS, INC.,

By: [Signature]
Name: Andre L. Jackson
Title: President
Sole Director
Sole Shareholder

Property of Cook County Clerk's Office

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 Investments, 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 20th day of June, 2013.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

(SEE ATTACHED)

(PROPERTIES COMMONLY KNOWN AS:

- i. 9955 South Wallace Street, Chicago, Illinois 60628;
- ii. 7643 South Bennett Avenue, Chicago, Illinois 60628;
- iii. 8626 South Damen Avenue, Chicago, Illinois 60620;
- iv. 7124 South Troy Street, Chicago, Illinois 60629;
- v. 7320 South Sacramento Avenue, Chicago, Illinois 60629;
- vi. 6839 West Shakespeare Avenue, Chicago, Illinois 60707;
- vii. 7528 South Saint Lawrence Avenue, Chicago, Illinois 60619;
- viii. 7532 South Vernon Avenue, Chicago, IL 60619;
- ix. 7141 South Albany Street, Chicago, Illinois 60629;
- x. 643 East 100th Place Chicago, Illinois 60628;
- xi. 7131 South Troy Street, Chicago, Illinois 60629;
- xii. 6058 South Richmond Street, Chicago, Illinois 60629; and
- xiii. 10216 South Prairie Avenue, Chicago, Illinois 60628)

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:

PARCEL 1:

LOT 26 (EXCEPT THE SOUTH 4.175 FEET THEREOF) AND THE SOUTH 10.14 FEET OF LOT 27 IN BLOCK 20 IN EAST WASHINGTON HEIGHTS IN SECTION 9, TOWNSHIP 27 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 26 (EXCEPT THE SOUTH 3 FEET THEREOF) AND THE SOUTH 4 FEET OF LOT 27 IN J. B. WATSON AND G. F. CURTIS' RESUBDIVISION OF LOTS 1 TO 50, BOTH INCLUSIVE, IN BLOCK 15 AND JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING IN SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 15 (EXCEPT THE NORTH 20 FEET THEREOF) AND ALL OF LOT 16 IN BLOCK 12 IN H.O. STONE AND COMPANY'S ROBEY STREET SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE RIGHT OF WAY OF THE PITTSBURG, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 36 IN BLOCK 4 IN MAGHERA, BEING PETER J. O'REILLY'S SUBDIVISION OF BLOCKS 5 TO 12 OF 71ST STREET ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 7 (EXCEPT THE NORTH 8 FEET THEREOF) AND THE NORTH 19 FEET OF LOT 9 IN BLOCK 9 IN FIRST ADDITION TO HINKAMP AND COMPANY'S COLUMBUS AVE SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 11 IN BLOCK 1 IN WHITES FIRST RUTHERFORD PARK ADDITION A SUBDIVISION OF PART OF THE EAST 2/3 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7:

(CONTINUED)

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CITY: CHICAGO **COUNTY:** COOK
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LEGAL DESCRIPTION:

THE NORTH 1/2 OF LOT 41 AND LOT 42 IN BLOCK 1 IN WAKEFORD FIFTH ADDITION, BEING BENJAMIN F. CRAWFORD'S SUBDIVISION OF THE EAST 503 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (LYING NORTH OF THE SOUTH 90 RODS THEREOF) OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

ALL OF LOT 40 AND THE NORTH 12 1/2 FEET (N.12.50 FEET) OF LOT 39 IN BLOCK 4 OF WAKEFORD'S SIXTH ADDITION, BEING FRANK T. CRAWFORD'S SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH RANGE 14, LYING NORTH OF THE SOUTH 90 RODS THEREOF AND WEST OF THE EAST 503.00 FEET THEREOF, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 9:

LOT 7, IN BLOCK 4, IN ROBERT BERGER'S ADDITION TO HYDE PARK, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 5 ACRES OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32; ALSO, EXCEPT THE SOUTH 1 ACRE OF THE EAST 5 ACRES OF THE WEST 10 ACRES OF THE SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 10:

LOT 18 IN BLOCK 2 IN MAGHERA, BEING PETER J. O'REILLY'S RESUBDIVISION OF BLOCKS 5 TO 12 INCLUSIVE OF 71ST STREET ADDITION, BEING SUBDIVISION OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 1260 IN FREDERICK H. BARTLETT'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 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 10, LYING WEST OF AND ADJOINING THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY (EXCEPTING THEREFROM THE NORTH 33.277 ACRES THEREOF) IN COOK COUNTY, ILLINOIS

PARCEL 12:

LOT 15 IN BLOCK 3 IN MAGHERA, BEING PETER J. O'REILLY'S RESUBDIVISION OF BLOCKS 5 TO 12 OF THE 71ST STREET ADDITION OF THE WEST 1/2 OF THE NORTH 1/2 OF THE

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TAX NUMBER: 20-27-109-029-0000

LEGAL DESCRIPTION:

NORTH 1/2 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 13:

LOT 95 IN FREDERICK H BARTLETT'S GREATER CHICAGO SUBDIVISION NUMBER 1 BEING A SUBDIVISION OF ALL OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALL THAT PART OF THE SOUTHEAST 1/4 OF SAID SECTION 10 LYING WEST OF AND ADJOINING THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY (EXCEPTING THEREFROM THE NORTH 33.277 ACRES THEREOF) IN COOK COUNTY, ILLINOIS

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