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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/11/2013 02:32 PM Pg: 1 of 8

## FIRST AMENDMENT TO MORTGAGE

This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made as of this 28th day of June, 2013 by and between Edward J. Garvey, Jr., an individual ("**Mortgagor**"), whose address is 931 North Elmwood, Oak Park, Illinois 60302, in favor of First Midwest Bank ("**Lender**"), whose address is 8501 West Higgins Road, Suite 230, Chicago, Illinois 60631. Capitalized terms used but not defined herein shall have the meanings herein as such terms have in the Mortgage.

### RECITALS

A. Mortgagor has previously executed and delivered in favor of Lender a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 19, 2012 and recorded in the office of the Cook County Recorder on June 22, 2012 as Document No. 1217416058 (the "**Mortgage**"), which Mortgage encumbers Mortgagor's fee interest in the land legally described on **Exhibit A** attached hereto (the "**Land**"), in addition to various other real and personal property pledged to the Lender as more fully described in the Mortgage to secure the payment and performance of the Obligations (as defined therein).

B. Lender has agreed to provide a loan to Mortgagor in the amount of \$570,000 (the "**Personal Loan**") evidenced by a promissory note dated June 28, 2013 ("**Promissory Note**") by Mortgagor in favor of Lender.

C. The parties desire to amend the Mortgage to include the Personal Loan within the Obligations secured by the Mortgage.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereby agree as follows:

#### 1. Recitals.

The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

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## 2. Amendment of Mortgage.

(a) Effective as of the date hereof, the Mortgage is hereby amended by deleting **Recital B** to the Mortgage in its entirety and replacing it with the following:

“B. This Mortgage is to secure: (i) the prompt payment of the Loans, together with all interest, and other amounts, if any, due in accordance with the terms of the Loan Agreement, as well as the prompt payment of any additional indebtedness of Mortgagor accruing to Lender on account of any future payments, advances or expenditures, specifically including the Personal Loan, and also including without limitation, the Future Advances (as hereinafter defined) made by Lender pursuant to the Loan Agreement, this Mortgage or any Other Agreement (collectively, the “**Loan Documents**”); (ii) the prompt payment of the Personal Loan, together with all interest, and other amounts, if any, due in accordance with the terms of the Promissory Note, (iii) the prompt performance of each and every covenant, condition, and agreement of Mortgagor contained in the Loan Documents; and (iv) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and indebtedness of any kind or nature now or hereafter owing, arising, due or payable from Mortgagor to Lender in connection with the transactions contemplated by the Loan Documents and Promissory Note. All such obligations, liabilities and indebtedness of every nature of Mortgagor to Lender are hereinafter sometimes collectively referred to as the “**Obligations**”.”

(b) Section 6.2 of the Mortgage is hereby deleted in its entirety and the following is inserted in substitution therefor:

“6.2 Event of Default. The occurrence of an Event of Default as defined in any of the Promissory Note, Loan Agreement or other Loan Documents shall constitute an “Event of Default under this Mortgage”.”

## 3. No Further Amendment.

This Amendment is given solely to amend and modify the Mortgage as set forth herein. No further amendment or modification of the Mortgage is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Mortgage as herein expressly amended, are hereby ratified, approved and confirmed in every respect. Mortgagor also hereby (i) agrees that, from and after the date of this Amendment, each reference in the Mortgage to the terms “Personal Loan and “Promissory Note” shall mean and be a reference to each of such terms as defined in **Recital B** to the Mortgage, as such **Recital B** is amended pursuant to **Section 2** of this Amendment, (ii) expressly ratifies and confirms, as of the date of the Mortgage and as of the date hereof, the grant by Mortgagor of the Lien on the Land and all of the other property and interests in property created or intended to be created by the Mortgage, in each case as amended and modified hereby and (iii) represents and warrants that Mortgagor has not created or suffered or permitted to exist any other Lien upon or in any such property or interests in property subsequent to the execution and delivery of the Mortgage, other than as expressly permitted pursuant to the terms and provisions

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thereof. Mortgagor has no claims, claims of offset or causes of action against Lender or any of the Lenders, and no defenses to its performance of all Obligations.

#### 4. No Release.

The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any Lien created or evidenced thereby and all such Liens and the priority thereof shall relate back to the recordation date for the Mortgage as referenced herein. This Amendment is not intended and shall not be deemed or construed to in any way affect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

#### 5. Governing Law; Severability.

This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois except that the provisions of the laws of the jurisdiction in which the Land is located shall be applicable to the creation, perfection and enforcement of the lien created by the Mortgage, as amended by this Amendment, and the exercise of remedies mandatorily governed by the laws of the state in which the Land is located. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the validity, legality or enforceability of the remainder of this Amendment or the Mortgage, and to this end, the provisions of this Amendment are declared to be severable.

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[Signature Page Follows]*

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Amendment as of the date first above written.

**MORTGAGOR:**

  
\_\_\_\_\_  
**EDWARD J. GARVEY, JR.**

**FIRST MIDWEST BANK**

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

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Amendment as of the date first above written.

**MORTGAGOR:**

\_\_\_\_\_  
**EDWARD J. GARVEY, JR.**

**FIRST MIDWEST BANK**

By: \_\_\_\_\_  
Title: SVP

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, LASHANA H. DANZY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward J. Garvey, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 29<sup>th</sup> day of JUNE, 2013.

[Signature]

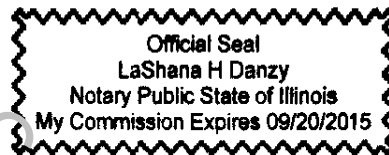
LASHANA H. DANZY

[printed name]

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:

09/20/2015



STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the \_\_\_\_\_ of First Midwest Bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

\_\_\_\_\_ [printed name]

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

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STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward J. Garvey, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
 \_\_\_\_\_  
 [printed name]  
 Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:  
 \_\_\_\_\_

STATE OF IL )  
 ) SS.  
 COUNTY OF COOK )

I, MARIA Karetnikov, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SCOTT HENNING, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the SVP of First Midwest Bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 26 day of JUNE, 2013.



\_\_\_\_\_  
MARIA Karetnikov  
 [printed name]  
 Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:

5/29/15

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## EXHIBIT A

### Description of Premises

#### Common Address:

931 North Elmwood  
Oak Park, Illinois 60302

PIN 16-06-229-017-0000

#### Legal Description

THE NORTH ½ OF LOT 3 IN NORTH EAST AVENUE ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE EAST 23.43 ACRES OF THE WEST 40 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, THAT PART OF THE LOT 12 LYING WEST OF THE WEST LINE OF NORTH ELMWOOD AVENUE PRODUCED NORTH IN THE SUPERIOR COURT COMMISSIONER'S PARTITION OF THE WEST ½ OF THE SOUTH 85 ACRES OF THE NORTHWEST ¼ OF SECTION 5 AND THE EAST 17 ACRES OF THE SOUTH 85 ACRES OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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