

PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

Above space for Recorder's use

PREPARED BY AND)
AFTER RECORDING)

Continuum Capital Funding LLC
Attn: Brian Lignelli
216 W. Ohio 5th Floor
Chicago, IL 60654

MAIL THIS INSTRUMENT TO:

Gn - 1108-24006

THIRD AMENDMENT TO MORTGAGE

THIS THIRD AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective this 21st day of April, 2014 by AMERICA DREAMED, LLC, an Illinois limited liability company ("Mortgagor"), and shall amend that certain MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING (the "Mortgage") (dated evenlly with that certain PROMISSORY NOTE (as amended to date and as may be amended from time to time, the "Note") in the original amount equal to One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00), as amended by that certain First Addendum to Promissory Note dated September 15, 2011 made and executed by Borrower increasing the loan amount to One Hundred Fifty Five Thousand and no/100 Dollars (\$155,000.00), and as further amended by that AMENDED AND RESTATED PROMISSORY NOTE dated November 2, 2012, and as further amended by that SECOND AMENDED AND RESTATED PROMISSORY NOTE dated of even date herewith, increasing the loan amount to Two Hundred Sixty Four Thousand and no/100 Dollars (\$264,000.00) (the "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"), said Mortgage dated as of January 26, 2011 and granting a security interest to Lender in certain real estate legally described in Exhibit A attached to the Mortgage, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 31, 2011, as Document No. 1103144084, as amended by that FIRST AMENDMENT TO MORTGAGE made by Mortgagor to Lender dated September 15, 2011 and recorded in the Office of the Recorder of Deeds of Cook County,

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Illinois on October 20, 2011, as Document No. 1129348005, and as further amended by that SECOND AMENDMENT TO MORTGAGE made by Mortgagor to Lender dated November 2, 2012 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 16, 2012, as Document No. 1232129077 and as further amended by this THIRD AMENDMENT TO MORTGAGE made by Mortgagor to Lender (as amended to date and as may be amended from time to time, collectively, the "Mortgage") (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(c) on page one (1) of the Mortgage is hereby deleted in its entirety and replaced with the following:

(c) "Borrower: collectively, America Dreamed, LLC, an Illinois limited liability company, and its successors and assigns, and America Dreamed LLC, Series A, an Illinois limited liability company, and its successors and assigns.

b. Paragraph 5 is amended by adding the following language:

"5.11 Cross-Collateralization. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower (or any affiliate or series LLC related to Borrower in any manner whatsoever) to Lender, or any one or more of them, as well as all claims by Lender against Borrower (or any affiliate of Borrower or series LLC related to Borrower in any manner whatsoever) or any one or more of them, whether now existing or hereinafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become unenforceable.

c. Paragraph 6.7 of the Mortgage is hereby deleted in its entirety and replaced with the following:

"6.7 Default Under Other Mortgage / Cross Collateralization. If the holder of any other mortgage or any other lien on the Mortgaged Property (without hereby implying Mortgagee's consent to any such other mortgage or lien other than the Permitted Encumbrances) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, or if a default exists under any other mortgage or lien on the Mortgaged Property. Furthermore, if a default or event of default occurs under or pursuant to any mortgage granted by Borrower or Mortgagor (or an affiliate of Borrower or Mortgagor or any affiliate or series LLC

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related to Borrower or Mortgagor in any manner whatsoever) to Lender in relation to any other property (other than the property set forth herein), or if a default or event of default occurs in any loan documents related to a mortgage granted by Borrower or Mortgagor in relation to any other property (other than the property set forth herein), or in the event that a default occurs under any mortgage granted to Lender by an affiliate of Mortgagor or Borrower (or any affiliate or series LLC related to Borrower or Mortgagor in any manner whatsoever) or any related loan document, then such default shall be deemed a default under this Mortgage and/or Loan Documents. All collateral granted to Lender by Borrower and/or Mortgagor (and any affiliate of Borrower and/or Mortgagor (or any affiliate or series LLC related to Borrower or Mortgagor in any manner whatsoever)) is cross-collateralized and cross-defaulted.”

- d. Pursuant to the execution by Borrower of the SECOND AMENDED AND RESTATED PROMISSORY NOTE dated of even date herewith, increasing the loan amount to **Two Hundred Sixty Four Thousand and no/100 Dollars (\$264,000.00)**, the Loan Amount shall be equal to **Two Hundred Sixty Four Thousand and no/100 Dollars (\$264,000.00)**, and the aggregate principal amount evidenced by the Note as of the date hereof, shall equal **Two Hundred Sixty Four Thousand and no/100 Dollars (\$264,000.00)**. 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.
- e. The Maturity Date under the Note shall be extended to **April 21, 2015** (and the Extended Maturity Date (if the Maturity Date is so extended automatically in the event Borrower is not in default of any of the Loan Documents) shall be April 21, 2016).
- f. 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(d) of this Amendment.
- g. 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.
- h. 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 continue to

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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.

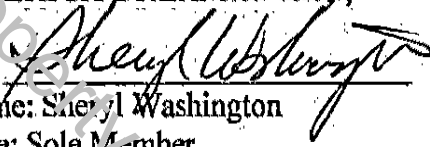
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7. Successors and Assigns. The provisions of this Amendment shall inure to the benefit of any Holder of said Note and shall bind the successors, heirs, personal representatives and assigns of the Mortgagor and Borrower.

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:
AMERICA DREAMED LLC,**

By: 
Name: Sheryl Washington
Title: Sole Member

RECEIVED
Office of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

(SEE ATTACHED)

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "A"****LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH 15 FEET OF LOT 44 AND THE NORTH 15 FEET OF LOT 43 IN BLOCK 1 IN THE SUBDIVISION OF THE NORTH 16 ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 745 NORTH LEAMINGTON AVE., CHICAGO, IL 60644.

PIN: 16-09-231-037-0000

PARCEL 2:

LOT 33 AND THE SOUTH 8 FEET OF LOT 34 IN THE SUBDIVISION OF BLOCK 16 IN GEORGE W. CLARK'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.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 7441 S. EUCLID AVE., CHICAGO, IL 60649.

PIN: 20-25-137-011-0000

PARCEL 3:

LOT 1 IN THE SUBDIVISION OF LOTS 1, 2 AND 3 IN RE-SUBDIVISION OF BLOCK 6 AND VACATED ALLEY IN DERBY ADDITION IN CHICAGO, BEING A RE-SUBDIVISION OF LOTS 20, 23 TO 29, INCLUSIVE, 33 TO 66, INCLUSIVE, 70, 71, 72, 74, 75, 76, 78 AND 79, IN C.J. HULL'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 184 N. LECLAIRE AVE., CHICAGO, IL 60644.

PIN: 16-09-414-014-0000

PARCEL 4:

LOT 333 IN DOWNING AND PHILLIPS NORMAL PARK ADDITION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 7351 S. PEPER ST., CHICAGO, IL 60621.

PIN: 20-29-222-019-0000

PARCEL 5:

ENTER LEGAL DESCRIPTION FOR PARCEL 5

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY IS COMMONLY KNOWN AS: 6752 S. THROOP, CHICAGO, IL

PIN: 20-20-305-041

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PARCEL 6:

LOT 1 IN HART'S RESUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 20 IN WEST AUBURN, A SUBDIVISION OF BLOCKS 17 TO 20 AND 29 TO 32 IN SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 7700 S. SAGAMON ST., CHICAGO, IL 60620

20-29-420-014-0000

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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 SHERYL WASHINGTON, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as Sole Member of AMERICA DREAMED, LLC, an Illinois limited liability company (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 Sole Member 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 21st day of April, 2014.

Staci Skura

NOTARY PUBLIC

My Commission Expires:



Notary Public Cook County Clerk's Office