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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/02/2014 12:01 PM Pg: 1 of 8

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Above space for Recorder's use

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PREPARED BY AND	)	
AFTER RECORDING	)	Continuum Capital Funding LLC
	)	Attn: Brian Lignelli
	)	216 W. Ohio 5 <sup>th</sup> Floor
MAIL THIS INSTRUMENT TO:	)	Chicago, IL 60654

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**NINTH AMENDMENT TO MORTGAGE**

THIS NINTH AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective this 25<sup>th</sup> day of June, 2014 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.1213057213, 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 as further amended by that FIFTH AMENDMENT TO MORTGAGE dated June 20, 2013 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 2, 2013, as Document No. 1318322035, and as further amended by that SIXTH AMENDMENT TO MORTGAGE dated October 3<sup>rd</sup> (and signed October 7<sup>th</sup>), 2013 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 11, 2013, as Document No. 1328415001 and re-recorded to correct legal description on October 16, 2013, as

*Box 334*  
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Document No. 1328922022, and as further amended by the SEVENTH AMENDMENT TO MORTGAGE dated December 12, 2013 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 23, 2013, as Document No. 1335729037, and as further amended by this EIGHTH AMENDMENT TO MORTGAGE dated February 17, 2014 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 19, 2014 as document 1405044078 and this NINTH AMENDMENT TO MORTGAGE to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois (as amended to date and from time to time, 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 to date and from time to time, referred to as the "Note") in the amount equal to **One Million 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. 10206 South St. Lawrence, Chicago, IL 60628;
- ii. 7326 South Fairfield Avenue, Chicago, IL 60629;
- iii. 7304 South Troy Street, Chicago, IL 60629;
- iv. 10348 South Eberhart Avenue, Chicago, IL 60628;
- v. 7313 South Artesian Avenue, Chicago, IL 60629;
- vi. 7641 South Bennett Avenue, Chicago, IL 60628;
- vii. 10230 South Rhodes Ave, Chicago, IL 60628;
- viii. 3053 West 77th Street, Chicago, IL 60652;
- ix. 7921 South Christiana Avenue, Chicago, IL 60652
- x. 7601 South Maplewood Avenue, Chicago, IL 60652; and
- xi. 7307 South California Avenue, Chicago, IL 60629.

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

c. The Maturity Date under the Note shall be extended to **June 30, 2015**.

d. 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

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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.

- e. 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 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;

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- 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.

**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 NINTH Amendment to Mortgage and have caused it to be dated the day and year first above written.

**MORTGAGOR:  
ALJ INVESTMENTS, 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, Sole Director, and Sole Shareholder 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 President, Sole Director and Sole Shareholder 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 25th day of June, 2014.  
*Staci Skura*  
 NOTARY PUBLIC



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EXHIBIT A  
LEGAL DESCRIPTION

(SEE ATTACHED)  
(PROPERTIES COMMONLY KNOWN AS:

- i. 10206 South St. Lawrence, Chicago, IL 60628;
- ii. 7326 South Fairfield Avenue, Chicago, IL 60629;
- iii. 7304 South Troy Street, Chicago, IL 60629;
- iv. 10348 South Eberhart Avenue, Chicago, IL 60628;
- v. 7313 South Artesian Avenue, Chicago, IL 60629;
- vi. 7641 South Bennett Avenue, Chicago, IL 60628;
- vii. 10230 South Rhodes Ave, Chicago, IL 60628;
- viii. 3053 West 77th Street, Chicago, IL 60652;
- ix. 7921 South Christiana Avenue, Chicago, IL 60652
- x. 7601 South Maplewood Avenue, Chicago, IL 60652; and
- xi. 7307 South California Avenue, Chicago, IL 60629)

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## Exhibit A Legal Description

PARCEL 1: LOT 1060 IN BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 1 IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-10-416-017

For informational purposes only, commonly known as: 10206 S. St. Lawrence Ave., Chicago, IL

PARCEL 2: LOT 9 AND THE NORTH 8 FEET AND 6 INCHES OF LOT 10 IN BLOCK 4 IN FIRST ADDITION TO HINKAMP AND SO.'S COLUMBUS AVENUE 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, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1927 AS DOCUMENT 9637774, IN COOK COUNTY, ILLINOIS.

PIN: 19-25-216-053

For informational purposes only, commonly known as: 7326 S. Fairfield Ave., Chicago, IL

PARCEL 3: LOT 2 AND THE SOUTH 3 FEET OF LOT 1 IN BLOCK 12 IN FIRST ADDITION TO HINKAMP AND COMPANY'S COLUMBUS AVENUE SUBDIVISION OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-25-116-053

For informational purposes only, commonly known as: 7304 S. Troy St., Chicago, IL

PARCEL 4: LOT 1427 IN FREDERICK H. BARTLETT'S GREATER CHICAGO SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF AND ADJOINING THE ILLINOIS, CENTRAL RAILROAD RIGHT OF WAY.

PIN: 25-15-201-038

For informational purposes only, commonly known as: 10348 S. Eberhart Ave., Chicago, IL

PARCEL 5: LOT 40 IN BLOCK 1 IN HINKAMP AND COMPANY'S COLUMBUS AVENUE SUBDIVISION, A RESUBDIVISION OF PART OF WABASH ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-25-223-005

For informational purposes only, commonly known as: 7313 S. Artesian Ave., Chicago, IL

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PARCEL 6: LOT 27 (EXCEPT THE SOUTH 4 FEET OF LOT THEREOF) AND THE SOUTH 5 FEET OF LOT 28 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.

PIN: 20-25-314-013

For informational purposes only, commonly known as: 7641 S. Bennett Ave., Chicago, IL

PARCEL 7: LOT 933 IN FEDERICK 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 OF 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.

PIN: 25-10-415-025-0000

For informational purposes only, commonly known as: 10230 S. Rhodes Ave, Chicago, IL 60628

PARCEL 8: LOT 7 IN BLOCK 5 IN RESUBDIVISION OF BLOCKS 3, 4, 5 AND 6 IN WABASH ADDITION TO CHICAGO IN SECTIONS 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-25-319-002-0000

For informational purposes only, commonly known as: 3053 W. 77th St, Chicago, IL 60652; and

PARCEL 9: LOT 35 IN SOUTHWEST HIGHLANDS AT 79TH AND KEDZIE UNIT NUMBER 1, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-35-205-019-0000

For informational purposes only, commonly known as: 7921 S Christiana Ave, Chicago, IL 60652

PARCEL 10: LOT 34 IN BLOCK 3 IN 5TH ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION, BEING A PART OF BLOCK 39 IN WABASH ADDITION TO CHICAGO IN SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED MAY 19, 1927 AS DOCUMENT NO. 9657678, IN COOK COUNTY, ILLINOIS.

PIN: 19-25-408-001-0000

For informational purposes only, commonly known as: 7601 South Maplewood Avenue, Chicago, IL 60652

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PARCEL 11: LOT 37 (EXCEPT THE SOUTH 5 FEET THEREOF) AND ALL OF LOT 38 IN BLOCK 4 IN FIRST ADDITION TO HINKAMP AND COMPANY'S COLUMBUS AVENUE SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1927 AS DOCUMENT 9637774, IN COOK COUNTY, ILLINOIS.

PIN: 19-25-216-072-0000

For informational purposes only, commonly known as: 7307 South California Avenue, Chicago, IL 60629

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