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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/15/2015 02:02 PM Pg: 1 of 6

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:)

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective this 15th day of January, 2015 by **EUODOO CAPITAL MANAGEMENT LLC**, an Illinois limited liability company ("Mortgagor"), and shall amend that certain REVOLVING LINE OF CREDIT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING (the "Mortgage") dated as of **September 2, 2014**, 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, 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 **September 10, 2014**, as **Document Number 1425357114**, said Mortgage dated even with that certain REVOLVING LINE OF CREDIT PROMISSORY NOTE (as amended from time to time and to date, collectively, the "Note") in the amount equal to **One Hundred Thousand and no/100 Dollars (\$100,000.00)** ("Loan Amount") (the Mortgage, the Note, together with all other loan documents related to, evidencing and/or securing the Loan, are collectively referred to herein 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:

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- a. Paragraph 1.1(h) of the Mortgage is hereby deleted in its entirety and replaced with the following:

“(h) Land: Collectively, the real estate described in Exhibit A attached hereto and commonly known as **1) 705 W. Garfield Blvd., Chicago, IL 60621, and 2) 6927 S. Harvard Ave., Chicago, IL 60621**”

- b. Exhibit “A” attached to the Mortgage is hereby deleted in its entirety and replaced with Exhibit “A” attached hereto.

- 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. Also, if a default or event of default occurs under or pursuant to the mortgage recorded as document number 1418419074, granted by Alexander Hurt as Mortgagor to Lender in relation to the Property commonly known as 7324 South Shore Drive, Chicago, Illinois, or if a default or event of default occurs in any of the loan documents related to said mortgage, then such default shall be deemed a default under this Mortgage and/or Loan Documents. Also, if a default or event of default occurs under or pursuant to the mortgage recorded as document number 1431157051 granted by Elysse Heritage Holdings, LLC as Mortgagor to Lender in relation to the Property commonly known as 7154-60 S. Vincennes, Chicago, Illinois, or if a default or event of default occurs in any of the loan documents related to said mortgage, then such default shall be deemed a default under this Mortgage and/or Loan Documents. Furthermore, if a default or event of default occurs under or pursuant to any mortgage granted by Borrower and/or Mortgagor to Lender in relation to any other property other than the Mortgaged Property, or if a default or event of default occurs in any of the loan documents related to said mortgage, or in the event that a default occurs under any mortgage granted to Lender by an affiliate of Borrower (including but not limited to, Alexander Hurt or Elysse Heritage Holdings, LLC, affiliates of Borrower) or Mortgagor or Guarantor, or a default occurs under any related loan document, then such default shall be deemed a default under this Mortgage and/or Loan Documents. All collateral granted in any manner whatsoever to Lender (or any affiliate of Lender) by Borrower and/or Mortgagor and/or Guarantor (and/or any affiliate of Borrower and/or Mortgagor and/or Guarantor), is cross-collateralized and cross-defaulted.

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- 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 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 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

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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.

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.

[SIGNATURE PAGE FOLLOWS]

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IN TESTIMONY WHEREOF, the parties hereto have signed this First Amendment to Mortgage and have caused it to be dated the day and year first above written.

MORTGAGOR:
EUODOO CAPITAL MANAGEMENT LLC:

By: *Alexander Hurt*
Name: Alexander Hurt
Title: Sole Member & Sole Manager

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

State of Illinois
County of Cook

)SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Alexander Hurt personally known to me to be the same person(s) whose **name(s) are** subscribed to the foregoing instrument, appeared before me in person and IN HIS CAPACITY AS SOLE MEMBER AND SOLE MANAGER OF EUODOO CAPITAL MANAGEMENT LLC severally acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of January, 2015.

Staci Skura
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 IN BLOCK 3 IN GARDNER'S 55TH STREET BOULEVARD ADDITION, BEING A SUBDIVISION OF THE NORTH 1/2 OF BLOCK 40 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 705 W. Garfield Blvd, Chicago, IL

PIN: 20-16-101-076-0000

PARCEL 2:

THE SOUTH 25 FEET OF THE NORTH 50 FEET (MEASURED ON THE WEST LINE) OF LOT 5 IN BLOCK 7 IN THE NORMAL SCHOOL SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6927 South Harvard Avenue Chicago, IL 60621

PIN: 20-21-412-008-0000