

1723352735

*This Instrument prepared by  
and after recording should be  
returned to:*

*Inland Bank and Trust  
2805 Butterfield Road Suite 200  
Oak Brook, IL 60523*

Property Address:  
7921 S. Ada St.  
Chicago, IL 60620

PIN Number(s)  
20-32-105-009-0000

Property Address:  
7839 S. Ellis Ave.  
Chicago, IL 60619

PIN Number(s)  
20-26-321-005-0000

Property Address:  
7622 S. Peoria St.  
Chicago, IL 60620

PIN Number(s)  
20-29-413-024-0000

**AMENDMENT TO LOAN DOCUMENTS**

This Amendment to Loan Documents (this "Amendment") dated as of April 2, 2015 by and between Citywide Holding Group, LLC, a Nevada limited liability company (the "Borrower") and Inland Bank and Trust, an Illinois state chartered banking institution (the "Lender") amends the following documents:

Term Loan Documents (Loan #1697400):

Promissory Note dated April 2, 2015 in the principal amount of \$170,198.73; Business Loan Agreement dated April 2, 2015; Mortgage dated April 2, 2009 recorded with the Recorder of Deeds of Cook County, Illinois on May 4, 2009 as document number 0912457026; Assignment of Rents dated April 2, 2009 recorded with the Recorder of Deeds of Cook County, Illinois on May 4, 2009 as document number 0912457027; Modification of Mortgage dated April 2, 2010 recorded with the Recorder of Deeds of Cook County, Illinois on April 23, 2010 as document number 1011308079 and Modification of Mortgage dated April 2, 2015, on the property located at 7921 S. Ada St., Chicago, IL 60620 (as further described in exhibit "A"); between the Lender and the Borrower (as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant thereto, collectively, the "Term Loan Documents").

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## Term Loan Documents (Loan #1680500):

Promissory Note dated July 16, 2014 in the principal amount of \$134,826.32; Business Loan Agreement dated July 16, 2014; Mortgage dated July 23, 2008 recorded with the Recorder of Deeds of Cook County, Illinois on August 7, 2008 as document number 0822035279; Assignment of Rents dated July 23, 2008 recorded with the Recorder of Deeds of Cook County, Illinois on August 7, 2008 as document number 0822035280; Modification of Mortgage dated March 31, 2009 recorded with the Recorder of Deeds of Cook County, Illinois on May 20, 2009 as document number 0914057183; Modification of Mortgage dated February 17, 2014 recorded with the Recorder of Deeds of Cook County, Illinois on March 4, 2014 as document number 1406308025, on the property located at 7639 S. Ellis Ave., Chicago, IL 60619 (as further described in exhibit "B"); between the Lender and the Borrower (as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant thereto, collectively, the "Term Loan Documents").

## Term Loan Documents (Loan #1695100):

Promissory Note dated July 16, 2014 in the principal amount of \$126,709.30; Business Loan Agreement dated July 16, 2014; Mortgage dated January 16, 2009 recorded with the Recorder of Deeds of Cook County, Illinois on February 3, 2009 as document number 0903435025; Assignment of Rents dated January 16, 2009 recorded with the Recorder of Deeds of Cook County, Illinois on February 3, 2009 as document number 0903435026; Modification of Mortgage dated January 16, 2014 recorded with the Recorder of Deeds of Cook County, Illinois on March 4, 2014 as document number 1406346026; on the property located at 7622 S. Peoria St., Chicago, IL 60620 (as further described in exhibit "C"); between the Lender and the Borrower (as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant thereto, collectively, the "Term Loan Documents").

The Term Loan Documents (Loan Number 1697400); Term Loan Documents (Loan Number 1680500) and Term Loan Documents (Loan Number 1695100) are referred to herein as the "Loan Documents". The indebtedness represented by the Loan Documents is referred to herein as the "Indebtedness". The collateral pledged pursuant to the Loan Documents is referred to herein as the "Collateral". Capitalized terms used herein but not otherwise defined herein shall have the same meaning as in the referenced Loan Documents.

The parties hereto agree as follows:

### AMENDMENT TO LOAN DOCUMENTS

1.1 Cross Collateralization / Cross Default. Borrower acknowledges and agrees that (A) any and all collateral pledged as security in favor of Lender pursuant to the Term Loan Documents (Loan Number 1697400) secures the Indebtedness; (B) any and all collateral pledged as security in favor of Lender pursuant to the Term Loan Documents (Loan Number 1680500) secures the Indebtedness; (C) any and all collateral pledged as security in favor of Lender pursuant to the Term Loan Documents (Loan Number 1695100) secures the Indebtedness; (D) Lender shall not release any lien on any Collateral unless and until all the Indebtedness is paid in full; (E) any "Default" or "Event of Default" under the Term Loan Documents (Loan Number 1697400) shall be a default under the Term Loan Documents (Loan Number 1680500 and 1695100); (F) any "Default" or "Event of Default" under the Term Loan Documents (Loan Number 1680500) shall be a default under the Term Loan Documents (Loan Number 1697400 and 1695100) and (G) any "Default" or "Event of Default" under the Term Loan Documents (Loan Number 1695100) shall be a default under the

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Term Loan Documents (Loan Number 1697400 and 1680500).

1.2 Omnibus Amendment. Each of the Loan Documents shall be deemed amended to give effect to the provisions of this Amendment without need for referencing each of the Loan Documents by name. Without limiting the generality of the foregoing, Borrower and Lender acknowledge that the term "Agreements", "Documents", "Related Documents" and/or "Other Agreements" shall mean all of the Loan Documents as modified by this Amendment (and any notes, amendments and agreements delivered in connection herewith) and shall now be deemed to include this Amendment and any other documents, instruments or agreements executed in connection herewith. To the extent the terms of this Amendment are inconsistent with the terms of the Loan Documents, the provisions of this Amendment shall govern. The terms and provisions of the Loan Documents shall remain in full force and effect as modified by this Amendment.

[SIGNATURE PAGE FOLLOWS]

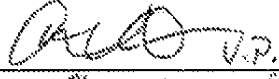
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the day and year first above written.

LENDER:

**INLAND BANK AND TRUST,**  
an Illinois State Chartered Banking Institution

By:   
Name: Chris Metcalf  
Title: Vice President

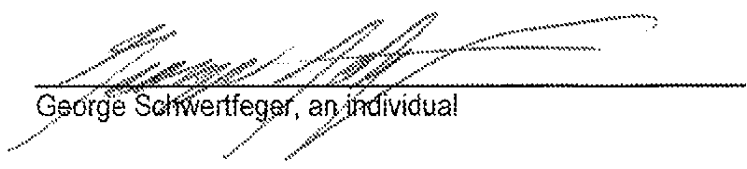
BORROWER:

**Citywide Holding Group, LLC,**  
a Nevada limited liability company

By:   
Name: Steven T. Merritt  
Title: Member/Operating Manager

By:   
Name: George Schwertfeger  
Title: Member/Operating Manager

The foregoing Amendment dated April 2, 2015 between Lender and Borrower is hereby consented and agreed to by the following guarantor(s) of the obligations of Borrower:

  
George Schwertfeger, an individual

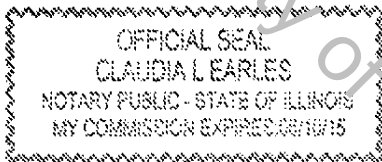
Date: April 2, 2015

**UNOFFICIAL COPY**Borrower

STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF DAVIE

On this 10 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Steven T. Merritt, an individual, to me personally known, who, being by me duly sworn did say that he is the Member/Operating Manager of Citywide Holding Group, LLC, a Nevada Limited Liability Company, and that said instrument was signed on behalf of said company and said individual acknowledged the execution of said instrument to be the free act and deed of said company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Claudia L. Earles  
 Notary Public

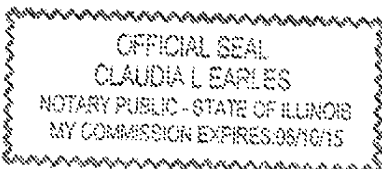
My Commission Expires: 6-10-15

Borrower

STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF DAVIE

On this 10 day of April, 2015, before me, a Notary Public in and for said State, personally appeared George Schwertfeger, an individual, to me personally known, who, being by me duly sworn did say that he is the Member/Operating Manager of Citywide Holding Group, LLC, a Nevada Limited Liability Company, and that said instrument was signed on behalf of said company and said individual acknowledged the execution of said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Claudia L. Earles  
 Notary Public

My Commission Expires: 6-10-15

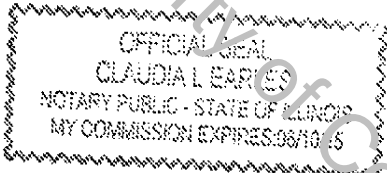
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Lender

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF DUPAGE        )

On this 10 day of April, 2015, before me, a Notary Public in and for said State, personally appeared CHRIS WETZELF, an individual, to me personally known, who, being by me duly sworn did say that s/he is the V.P of Inland Bank and Trust, an Illinois state chartered banking institution, and that said instrument was signed on behalf of said company and said individual acknowledged the execution of said instrument to be the free act and deed of said company, and acknowledged to me that s/he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Claudia L. Earles  
Notary Public

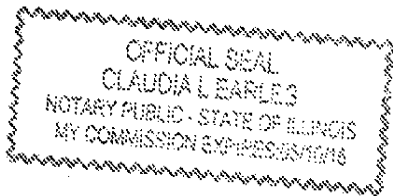
My Commission Expires: 6-10-15

Guarantor Individual

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF DuPage        )

On this 10 day of April, 2015, before me, a Notary Public in and for said State, personally appeared George Schwertfeger, an individual, to me personally known, and said individual acknowledged the execution of said instrument to be the free act and deed of said individual, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Claudia L. Earles  
Notary Public

My Commission Expires: 6-10-15

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## EXHIBIT A

### Legal Description

LOT 14 IN BLOCK 3 IN AUBURN HIGHLANDS, A SUBDIVISION OF LOTS 1, 2, 7 AND 8 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 7921 S. Ada St., Chicago, IL 60620  
Pin: 20-32-105-000-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

### Legal Description

LOT 2 IN JEROME W. MILLINGTON'S SUBDIVISION OF LOTS 24 TO 33 INCLUSIVE N BLOCK 91 IN CORNELL'S SUBDIVISION IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 7839 S. Ellis Ave., Chicago, IL 60619  
Pin: 20-26-321-005-0000

Property of Cook County Clerk's Office



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## EXHIBIT C

### Legal Description

THE SOUTH 4 FEET OF LOT 6 AND THE NORTH 27 FEET OF LOT 7 IN BLOCK 14 IN WEST AUBURN IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 7622 S. Peoria St., Chicago, IL 60620  
Pin: 20-29-413-024-0000

Property of Cook County Clerk's Office