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This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

PIN: 16-12-127-049-0000
16-12-427-050-0000
16-12-427-064-0000
16-12-427-066-0000
16-12-427-070-0000
16-12-427-071-0000 (Partial)

Common Address: 2550 W. Madison Street
Chicago, Illinois 60607



Doc#: 1512145008 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/01/2015 08:52 AM Pg: 1 of 8

FIRST AMENDMENT TO MORTGAGE DOCUMENTS (2550)

This First Amendment to Mortgage Documents (2550) (this "First Amendment"), made and entered into as of April 27, 2015, is by and between by JIH West, L.L.C., an Illinois limited liability company (the "Mortgagor"), and The PrivateBank and Trust Company, an Illinois state chartered bank ("Lender"), and pertains to the real estate described in Exhibit "A", attached hereto and made a part hereof ("Property").

WITNESSETH:

WHEREAS, Lender has provided or will provide certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Mortgagor, Johnny's Ice House, Inc., an Illinois corporation ("Johnny's"), and JIH, L.L.C., an Illinois limited liability company ("JIH") (Mortgagor, Johnny's and JIH are each individually a "Borrower" and collectively the "Borrowers"), pursuant to: (i) that certain Loan and Security Agreement dated as of August 22, 2014, by and among Borrowers and Lender (as may be amended, renewed, restated or replaced from time to time, the "Loan Agreement"), (ii) that certain Revolving Note dated as of August 22, 2014, executed and delivered by Johnny's to Lender in a maximum aggregate principal amount not to exceed Three Hundred Thousand and no/100 Dollars (\$300,000.00) (as amended or restated from time to time, the "Revolving Note"), (iii) that certain Term Note A dated as of August 22, 2014, executed and delivered by JIH to Lender in the principal amount of Three Million Nine Hundred Ninety-Four Thousand and no/100 Dollars (\$3,994,000.00) (as amended or restated from time to time, the "Term Note A"), (iv) that certain Term Note B dated as of August 22, 2014, executed and delivered by Mortgagor to Lender in the principal amount of Four Million Three Hundred Fifty-One Thousand and no/100 Dollars (\$4,351,000.00) (as

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amended or restated from time to time, "Term Note B"); (v) that certain Mortgage and Security Agreement (2550) dated as of August 22, 2014, executed and delivered by Mortgagor to Lender, and recorded with the Cook County Recorder's office on September 18, 2014, as document number 1426110004, encumbering the Property (the "Mortgage"); and (vi) that certain Assignment of Rents and Lessor's Interest in Leases (2550) dated as of August 22, 2014, executed and delivered by Mortgagor to Lender, and recorded with the Cook County Recorder's office on September 18, 2014, as document number 1426110005, encumbering the Property (the "Assignment of Rents"); and (vii) the other agreements, documents and instruments referenced in the foregoing or executed and delivered pursuant thereto or in connection therewith;

WHEREAS, contemporaneously herewith, Borrowers and Lender desire to restate the legal description of the Property in the Mortgage and the Assignment of Rents;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender hereby agree as set forth in this First Amendment.

1. **Definitions/Recitals.** Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage, including by reference to defined terms in the Loan Agreement. The recitals set forth above are hereby restated in their entirety and made a part of this First Amendment and the defined terms set forth in the recitals are hereby incorporated into the Mortgage.
2. **Amendment to Mortgage.** As of the date of this First Amendment, the Exhibit "A" to the Mortgage is hereby amended by deleting such Exhibit "A" in its entirety and substituting therefore the revised Exhibit "A" attached hereto.
3. **Amendment to Assignment of Rents.** As of the date of this First Amendment, the Exhibit "A" to the Assignment of Rents is hereby amended by deleting such Exhibit "A" in its entirety and substituting therefore the Exhibit "A" attached hereto.
4. **Liabilities Secured.** Mortgagor and Lender acknowledge and agree that the Mortgage and the Assignment of Rents secure all Liabilities, including, without limitation, the Liabilities evidenced by (i) the Loan Agreement, (ii) the Revolving Note, (iii) Term Note A, (iv) Term Note B, (v) the other Loan Documents, (vi) the Rate Management Agreements, and (vii) the Bank Product Obligations.
5. **Reaffirmation of Mortgage and Assignment of Rents.** Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage and the Assignment of Rents, as amended hereby.
6. **Severability.** Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect.

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Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

7. **Fees, Costs and Expenses.** Mortgagor agrees to pay, upon demand, all fees, costs, title charges and expenses incurred by Lenders, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this First Amendment and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.

8. **Choice of Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

9. **Conflict.** If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the Mortgage and the Assignment of Rents as amended by this First Amendment, shall remain in and have their intended full force and effect, and Lender and Mortgagor hereby affirm, confirm and ratify the same.

10. **Waiver of Jury Trial.** MORTGAGOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

[signature page follows]

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IN WITNESS WHEREOF, Lender and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized manager or officer, as the case may be, as of the date first set forth above.

JH WEST, L.L.C.,
an Illinois limited liability company

By: Thomas A. Moro
Name: THOMAS A. MORO
Title: Owner

THE PRIVATEBANK AND TRUST COMPANY,
an Illinois state chartered bank

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

[Signature page to First Amendment to Mortgage Documents (2550)]

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IN WITNESS WHEREOF, Lender and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized manager or officer, as the case may be, as of the date first set forth above.

JIH WEST, L.L.C.,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

THE PRIVATEBANK AND TRUST COMPANY,
an Illinois state chartered bank

By: Jeffrey T. Lezotte
Name: JEFF LEZOTTE
Title: MANAGING DIRECTOR

Property of Cook County Clerk's Office

[Signature page to First Amendment to Mortgage Documents (2550)]

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STATE OF ILLINOIS)
) S.S.
COUNTY OF Cook)

I, Debra A. Flanagan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tom Mora, who is personally known to me to be a member of JH West, L.L.C., subscribed to the foregoing First Amendment to Mortgage Documents (2550), appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of April, 2015.



Debra A. Flanagan
Notary Public

My commission expires:

8/21/16

[Notary page to First Amendment to Mortgage Documents (2550)]

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STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

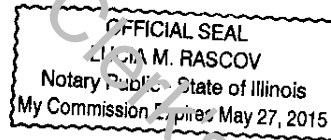
I, LUCIA M. RASCOV, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JEFFLETTTE, who is personally known to me to be a MANAGING DIR of The PrivateBank and Trust Company, as Lender, subscribed to the foregoing First Amendment to Mortgage Documents (2550), appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of APRIL, 2015.

Lucia M. Rascov
Notary Public

My commission expires:

MAY 27, 2015



[Notary page to First Amendment to Mortgage Documents (2550)]

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That part of the Subdivision of Lots 26 to 39, inclusive, of Pollock's Subdivision of 4 acres in the South Half of the Southeast Quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, and Lots 3 to 6, inclusive of Half Acre in said Southeast Quarter, and also Lots 66 and 67 and the West 8 feet of Lot 65 and 68 in C.G.E. Prussings Subdivision of Southwest Block of 33.81 acres in the South Half of the Southeast Quarter of said Section 12, and vacated alley between said Lots, AND ALSO part of Lots 69 through 74 in C.G.E. Prussings Subdivision of the Southwest Block of 33.81 acres in the South Half of the Southeast Quarter of said Section 12, described as follows:

Beginning at the Southwest corner of Lot A in said Subdivision of Lots 26 to 39 inclusive of Pollock's Sub.; thence North 0 degrees 16 minutes 34 seconds West along the West line of said Subdivision 142.23 feet to the South line of the North 125 feet of said Lot A; thence South 89 degrees 56 minutes 33 seconds East, along said South line, 48.04 feet; thence South 0 degrees 16 minutes 34 seconds East 16.09 feet to the South line of said Vacated Alley; thence South 89 degrees 58 minutes 17 seconds East along the South line of said Vacated Alley, and the South line of the existing alley in said C.G.E. Prussings Subdivision 339.74 feet to the East line of the West 2.00 feet of Lot 74 in said C.G.E. Prussings Subdivision; Thence South 0 degrees 15 minutes 58 seconds East along the East line of the West 2.00 feet of said Lot 74, a distance of 125.92 feet to the South line of said Lot 74; thence North 90 degrees 00 minutes 00 seconds West along the South line of said Subdivisions 387.75 feet to the Point of Beginning, in Cook County, Illinois.

PINS:

16-12-427-049-0000
 16-12-427-050-0000
 16-12-427-064-0000
 16-12-427-066-0000
 16-12-427-070-0000
 16-12-427-071-0000 (Partial)

COMMON ADDRESS:

2550 West Madison Street
 Chicago, Illinois 60607