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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/09/2015 03:34 PM Pg: 1 of 6

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Above space for Recorder's use

\*\*\*\*\*

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

\*\*\*\*\*

## FIRST AMENDMENT TO MORTGAGE

THIS FIRSTAMENDMENT TO MORTGAGE (the "Amendment") is made and dated to be effective this 8<sup>th</sup> day of July 2015 by Tony Bahary ("Mortgagor"), and shall amend that certain MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING 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 **September 12, 2013** 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 **October 9, 2013**, as Document No. 1328226027 (as amended, the "Mortgage") (the Mortgage, together with certain other loan documents together with the Promissory Note executed by Mortgagor, 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(q) of the Mortgage is replaced with the following:

“(q) Obligations: Any and all of the covenants, promises and other obligations made or owing by Mortgagor under this Mortgage (as amended heretofore and hereafter) and the Note, and any and all extensions, renewals, modifications and amendments of any of

Mortgagor Initials \_\_\_\_\_

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the foregoing.

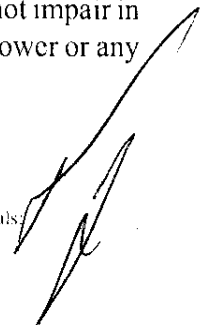
b. Paragraph 6.7 of the Mortgage is replaced with the following:

“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 and/or Mortgagor to Lender in relation to any other property other than the Mortgaged Property (including but not limited to the properties located at 3610 W. North Ave., Chicago, IL, 3506 W. North Ave., Chicago, IL, 3508 W. North Ave., Chicago, IL, 1215 N. Pulaski, Chicago IL, and 1617-1619 N. Drake Ave., Chicago, IL), or if a default or event of default occurs in any of the loan documents related to any of said mortgages, or in the event that a default occurs under any mortgage granted to Lender by an affiliate of Borrower or Mortgagor or in the event 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 any affiliate of Borrower and/or Mortgagor), is cross-collateralized and cross-defaulted.”

- c. 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.
- d. 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



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Co-maker, Surety or Guarantor of the indebtedness thereby secured from personal liability, if assumed, for the indebtedness thereby secured.

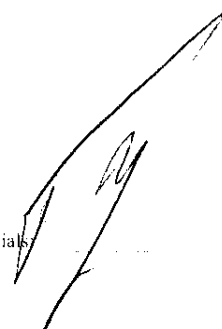
**5. Waiver and Release of Claims/Disclaimer of Reliance.** Mortgagor and Borrower represents to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any 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.

**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.

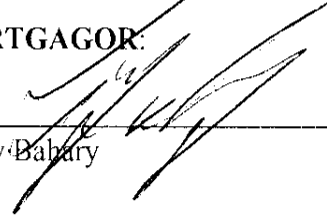
**8. Governing Law.** The terms of this Amendment shall be governed by and construed in accordance with the terms of the laws of the State of Illinois.



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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:**

  
\_\_\_\_\_  
Tony Bahary

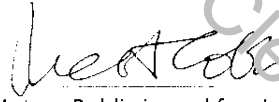
## ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, the undersigned, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tony Bahary, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this \_\_\_\_\_ day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purpose therein set forth.

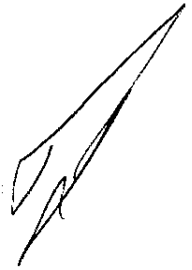
GIVEN, under my hand and Notarial Seal this 27th day of July, 2015.

(SEAL) 

  
\_\_\_\_\_  
Notary Public in and for the State of Illinois

My commission expires: 7/29/19

Mortgagor Initials:



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EXHIBIT A

LEGAL DESCRIPTION  
(SEE ATTACHED)

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Handwritten signature or initials, appearing to be 'JP', written in black ink.

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## COMMITMENT FOR TITLE INSURANCE SCHEDULE A

### Exhibit A - Legal Description

PARCEL 1

LOTS 27 AND 28 IN JAMESON'S SUBDIVISION OF BLOCK 21 IN EDWARD SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 2

LOTS 26 AND 27 IN EDWARD SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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