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Doc#: 1520322032 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/22/2015 09:56 AM Pg: 1 of 4

Recording Requested By,  
And After Recording, Return To:  
LEVENFELD PEARLSTEIN, LLC  
400 Skokie Boulevard  
Suite 700  
Northbrook, Illinois 60062  
Attn: William S. Schwartz  
Prepared by: Levenfeld Pearlstein, LLC

## AMENDMENT NO. 1 TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

Amendment No. 1 to Mortgage and Assignment of Rents and Leases ("Amendment") dated as of July 9, 2015, given by YIORGO, LLC, an Illinois limited liability company ("Mortgagor") to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent ("Mortgagee") for the benefit of all Lenders party to that certain Credit Agreement dated as of May 12, 2014, as amended from time to time, by and among Borrowers (as defined below), Administrative Agent and Lenders (the "Credit Agreement").

### P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage and Assignment of Rents and Leases dated as of September 29, 2014 and recorded on October 14, 2014 as Document No. 1428710020 in the Office of the Cook County Recorder of Deeds, as amended from time to time (the "Mortgage"), relating to the real estate described on Exhibit A attached hereto and made a part hereof (the "Property").

Mortgagor has requested Mortgagee to make certain modifications to Mortgagee's financing of Borrowers. Mortgagee has agreed to do so as long as this Amendment is executed and delivered by Mortgagor to Mortgagee.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, it is agreed as follows:

1. Section 2.1(a) of the Mortgage is amended to read as follows:
  - (a) payment to Mortgagee and each Lender of all sums at any time owing and performance of all other obligations arising under or in connection with (i) those certain promissory notes (individually and collectively, the "Note A") dated as of May 12, 2014, in the maximum aggregate principal amount of Forty-Eight Million Three Hundred Eighty Thousand and No/100 Dollars (\$48,380,000.00), with interest as provided therein, executed by Park Investors Venture I, L.L.C., GIS Rolling, L.L.C. and YIORGO, LLC (individually, a "Borrower" and collectively, "Borrowers") and payable to Lenders or their order as provided therein, (ii) those certain promissory notes (individually and

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collectively, the "Note B") dated as of May 12, 2014, in the maximum aggregate principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), with interest as provided therein, executed by Borrowers and payable to Lenders or their order as provided therein, and (iii) those certain promissory notes (individually and collectively, the "Note C" and, together with the Note A and the Note B, individually and collectively, the "Note") dated as of July 9, 2015, in the maximum aggregate principal amount of One Million Four Hundred Eighty Thousand and No/100 Dollars (\$1,480,000.00), with interest as provided therein, executed by Borrowers and payable to Lenders or their order as provided therein, together with (iv) the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein and of Exhibit A attached hereto and made a part hereof; and

2. All references to the "Mortgage" in the Mortgage shall mean the Mortgage as amended by this Amendment and as may be further amended and/or restated from time to time.

3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

Mortgagor

YIORGO, LLC

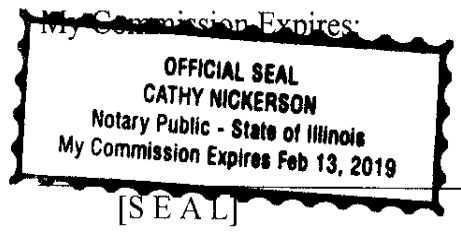
By: *G. Cibula*  
Name: George J. Cibula  
Title: Manager

STATE OF ILLINOIS )  
*DuPage* ) SS.  
COUNTY OF ~~COOK~~ )

On this *9<sup>th</sup>* day of *July*, 2015, before me, the undersigned, a Notary Public in and for said County in the state aforesaid, personally appeared George J. Cibula, to me personally known who, being by me duly sworn, did say that such person is the Manager of YIORGO, LLC, an Illinois limited liability company; that the instrument was signed on behalf of said entity; that such person acknowledged the execution of the instrument to be the voluntary act and deed of said entity by it voluntarily executed.

GIVEN under my hand and Notarial Seal this *9<sup>th</sup>* day of *July*, 2015.

*Cathy Nickerson*  
NOTARY PUBLIC



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## EXHIBIT A – LEGAL DESCRIPTION

Exhibit A to Mortgage and Assignment of Rents and Leases executed by YIORGO. LLC, as Mortgagor, to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, as Mortgagee, dated as of September 29, 2014.

Street Address of Subject Property: 8100 South 77th Street, Bridgeview, Illinois  
Permanent Real Estate Index Number: 18-36-101-009-0000; 18-36-101-010-0000

### Description of Property

#### PARCEL 1:

LOT 2 IN THE SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1982 AS DOCUMENT 26193290, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF SUBDIVISION RECORDED APRIL 6, 1982 AS DOCUMENT 26193290 FOR INGRESS AND EGRESS OVER A 25 FOOT STRIP OF LAND AS SHOWN ON SAID PLAT OF SUBDIVISION AND LOCATED ON THE FOLLOWING DESCRIBED PARCEL:

LOT 1 IN THE SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1982 AS DOCUMENT 26193290 IN COOK COUNTY, ILLINOIS.