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Doc#: 1525429072 Fee: \$46.00
RHSP Fee: \$9.00 RPAF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/11/2015 02:30 PM Pg: 1 of 5

Above space for Recorder's use

PREPARED BY AND)	
AFTER RECORDING)	Continuum Capital Funding LLC
)	Attn: Brian Lignelli
)	216 W. Ohio 5 th Floor
MAIL THIS INSTRUMENT TO:)	Chicago, IL 60654

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective this 31st day of August, 2015 by ALJ Investments, Inc. ("Mortgagor"), and shall amend that certain REVOLVING LINE OF CREDIT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING dated as of June 25, 2014 and recorded in the Office of the Recorder of Deeds of Will County, Illinois on July 10, 2014, as Document No. R2014059457 (as amended to date and from time to time, referred to as the "Mortgage"), the Mortgage granting a security interest to Lender in certain real estate legally described in Exhibit A attached to the Mortgage, said Mortgage securing that certain FOURTH AMENDED AND RESTATED LINE OF CREDIT PROMISSORY NOTE dated of even date herewith (as amended to date and from time to time, referred to as the "Note") in the amount equal to **One Million and no/100 Dollars (\$1,000,000.00)** ("Loan Amount") 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") (the Mortgage, the Note, and the other loan documents evidencing or related to the Loan, are, collectively, referred to 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:

Mortgagor Initials: ALJ

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- a. Paragraph 1.1(p) on page two (2) of the Mortgage is replaced with the following:

“(p) Note: The Fourth Amended and Restated Revolving Line of Credit Promissory Note dated August 31, 2015, executed by Borrower to the order of Mortgagee in the principal amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), with a maturity date of August 31, 2016, and interest rate of 15%, together with any and all extensions, renewals, modifications and amendments.”

- b. The Maturity Date under the Note shall be extended to **August 31, 2016**.

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 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

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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 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:

Andre L. Jackson
 ANDRE L. JACKSON

Camille J. Jackson
 CAMILLE J. JACKSON

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

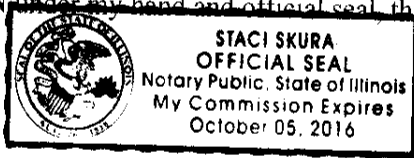
State of Illinois)

)SS:

County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ANDRE L. JACKSON, 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 severally acknowledged that he/she signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this 31st day of August, 2015.



Staci Skura
 Notary Public

State of Illinois)

)SS:

County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CAMILLE J. JACKSON, 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 severally acknowledged that he/she signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this 5th day of September, 2015.



Delores R. Richmond
 Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

THE WEST 3.95 FEET OF LOT 55 AND THE EAST 40.00 FEET OF LOT 56 IN PHILLIPPE'S LAKE HILLS PHASE 1, BEING A RESUBDIVISION OF PART OF KEENEY'S FOREST ADDITION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1996, AS DOCUMENT NUMBER R96-35728, IN WILL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 233 MILLCREST LN, STEGER, IL 60475

PINs: 15-04-303-059-0000

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