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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/09/2015 04:19 PM Pg: 1 of 5

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Robert A. Lucas, Esq.
Dinsmore & Shohl LLP
227 W. Monroe, Suite 3850
Chicago, Illinois 60606

AMENDMENT TO
REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING

This Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (this "Amendment") is made and granted as of September 15, 2015 (the "Effective Date") by Dean M. Eberhardt, Trustee of the Dean M. Eberhardt Trust ("Mortgagor"), to FirstMerit Bank, N.A., a national banking association ("Mortgagee").

Recitals:

A. Mortgagee has extended credit and other financial accommodations to Mortgagor as evidenced by that certain Promissory Note of even date herewith made by Mortgagor payable to the order of Mortgagee in the principal amount of \$1,255,740.00 (as the same may hereafter be amended or modified, "Promissory Note"), which amends and restates that certain Promissory Note dated as of October 18, 2010, made by Mortgagor and Dean M. Eberhardt, Trustee of the Mark D. Eberhardt Trust payable to the order of Mortgagee in the principal amount of \$1,495,000.00 (the "Prior Note").

B. As collateral security for the payment and performance of the Mortgagor's indebtedness and obligations to Mortgagee under the Prior Note, Mortgagor and the Mark D. Eberhardt Trust executed and delivered to Mortgagee that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of October 18, 2010 and recorded with the Cook County Recorder of Deeds on October 22, 2010 as Document #1029533021, to and for the benefit of Mortgagee (the "Original Mortgage").

C. Mortgagor assumed all of the obligations of the Mark D. Eberhardt Trust pursuant to that certain Loan Assignment and Assumption Agreement, Limited Release and Modification of Loan Documents dated as of June 23, 2011.

D. In connection with Mortgagor executing and delivering the Promissory Note and Mortgagee accepting same, Mortgagee is requiring Mortgagor to modify certain terms and provisions of the Original Mortgage, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Original Mortgage.

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2. Amendment to Original Mortgage. The first Recital paragraph of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

“A. Prior hereto, the Lender made financial accommodations to the Mortgagor (the "**Mortgage Loan**"). The Mortgage Loan is evidenced by that certain Promissory Note dated as of September 15, 2015 (as amended, restated or replaced from time to time, the "**Mortgage Note**"), executed by the Mortgagor and made payable to the order of the Lender in the original principal amount of \$1,255,740.00 and due on January 31, 2019 (the "**Maturity Date**"), which amended and restated that certain Promissory Note dated as of October 18, 2010, made payable by Mortgagor to Mortgagee in the principal amount of \$1,495,000.00 (the Mortgage Note, together with such other documents, as amended, restated or replaced from time to time, being collectively referred to in this Security Instrument as the "**Mortgage Loan Documents**"). The Mortgage Note provides that the applicable rate at which interest accrues upon the outstanding principal balance thereof may increase or decrease from time to time.”

3. Acknowledgments. Mortgagor hereby acknowledges and agrees that, except as otherwise expressly set forth in this Amendment, all of the obligations of Mortgagor to Mortgagee under the Original Mortgage, and the terms thereof, shall remain as currently written and in full force and effect in all respects, that the indebtedness and obligations evidenced by the Promissory Note is fully owed and payable by Mortgagor as set forth in the Promissory Note, and that nothing herein shall affect, alter, modify or waive any of the rights or remedies which Mortgagee has or may have under the Original Mortgage, as modified hereby, or the Promissory Note, or a waiver or modification of any other term or condition in the Original Mortgage, as modified hereby, or the Promissory Note. Further, this Amendment does not in any manner affect or impair the Original Mortgage, as modified hereby, or the Promissory Note, and all existing liens and security interests arising thereunder remain in full force and effect as written.

4. References. As of the Effective Date, every reference in the Original Mortgage or the Note to the “Mortgage” shall hereafter be construed as a reference to the Original Mortgage, as modified and amended by this Amendment.

5. Binding Effect. The provisions hereof shall be binding upon Mortgagor and its successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns; provided that this Section 5 shall not be deemed to be a consent or approval by Mortgagee of any transfer or assignment of the Property, any portion thereof, or any interest therein by Mortgagor.

6. Governing Law. This Amendment is to be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts-of-laws principles.

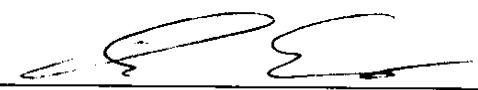
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IN WITNESS WHEREOF, the Mortgagor has executed this Amendment, effective as of the Effective Date.

MORTGAGOR:

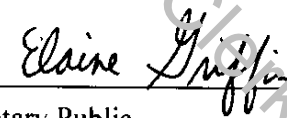
THE DEAN M. EBERHARDT TRUST

By: 
Dean M. Eberhardt, not personally but solely
as Trustee thereof

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

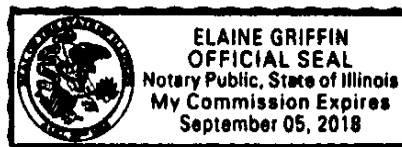
The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **DEAN M. EBERHARDT**, not personally but solely as the Trustee of **THE DEAN M. EBERHARDT TRUST**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ^{11th} 30 day of September, 2015.


Notary Public

My Commission Expires:

9/5/18



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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

THAT PART OF THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET EAST OF THE WEST LINE AND 150 FEET SOUTH OF THE NORTH LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$ (SAID LINE BEING ALSO THE SOUTHERLY LINE OF RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY), A DISTANCE OF 39.3 FEET TO A POINT OF CURVE IN SAID RIGHT OF WAY; THENCE SOUTHEASTERLY ON A CURVE TANGENT TO THE LAST DESCRIBED LINE AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$; THENCE WEST ON THE LAST DESCRIBED LINE 300.32 FEET TO A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE SAID SOUTHEAST $\frac{1}{4}$, THE SAID LINE BEING ALSO THE EAST LINE OF LAWNDALE AVENUE; THENCE NORTH 540.31 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SAID EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ WITH A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID; THENCE EAST ON THE LAST DESCRIBED LINE 292.36 FEET; THENCE SOUTHEAST ON A STRAIGHT LINE 77.55 FEET TO A POINT IN A LINE PARALLEL TO AND 20 FEET WEST OF THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID, SAID POINT BEING 565.11 FEET NORTH OF THE SOUTH LINE OF THE SAID NORTHWEST $\frac{1}{4}$; THENCE NORTH 41.61 FEET TO A POINT OF CURVE IN THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY ON A CURVE TANGENT TO THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS NORTHERN

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RAILWAY AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO A POINT IN THE WEST LINE OF THE EAST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35 AFORESAID; THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING EASTERLY OF A LINE 75 FEET WESTERLY OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SECTION 35) AND EXCEPT FROM AFORESAID PARCELS 1 AND 2 TAKEN AS A TRACT: THAT PART OF THE NORTH 690.31 FEET OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ WITH THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE NORTH ALONG SAID EAST LINE 151.70 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 4.95 FEET; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ½ OF SAID SOUTHEAST ¼ OF THE NORTH WEST ¼ FOR A DISTANCE OF 282.76 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 9 DEGREES 24 MINUTES 02 SECONDS TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 108.66 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 65 DEGREES 16 MINUTES 03 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 91.53 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 595 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 595 FEET FOR A DISTANCE OF 20.48 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 94.63 FEET TO A POINT IN THE WEST LINE OF THE EAST 75 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼, SAID POINT BEING 80 FEET NORTH OF THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID (AS MEASURED IN SAID WEST LINE OF THE EAST 75 FEET); THENCE SOUTH IN SAID WEST LINE OF THE EAST 75 FEET FOR A DISTANCE OF 80 FEET TO THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE WEST ON SAID SOUTH LINE OF THE NORTH 690.31 FEET FOR A DISTANCE OF 558.82 FEET TO THE PLACE OF BEGINNING). IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

3307 South Lawndale Avenue
Chicago, Illinois

PERMANENT TAX INDEX NUMBER:

16-35-122-028-0000