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Doc#: 1530729055 Fee: \$60.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/03/2015 03:49 PM Pg: 1 of 7

Above space for Recorder's use

PREPARED BY AND)
AFTER RECORDING) Continuum Capital Funding LLC
) Attn: Brian Lignelli
) 216 W. Ohio 5th 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 2nd day of November, 2015 by **Rogelio Tijerina** ("Mortgagor"), and shall amend that certain MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING (the "Mortgage") dated August 22, 2011 and recorded in the Cook County Recorder of Deeds on August 25, 2011 as document no. 1123722022 (re-recorded on November 29, 2011 as document no. 1133310078), 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, granting a security interest to Lender in certain real estate legally described in Exhibit A attached to the Mortgage, said Mortgage securing that certain AMENDED AND RESTATED LINE OF CREDIT PROMISSORY NOTE dated of even date herewith (as amended heretofore, from time to time and to date, collectively, the "Note") in the amount equal to **Seven Hundred Thousand and no/100 Dollars (\$700,000.00)** ("Loan Amount"), as well as the Loan Documents (the Mortgage, the Note, together with all other loan documents related to, evidencing and/or securing the Loan, are collectively referred to herein 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:

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- a. Paragraph 1.1(j) of the Mortgage is replaced with the following:

“(j) Loan Documents: The Note, this Mortgage, the Guaranty (if applicable) and other related loan documents executed by, or entered into by Borrower or Guarantor (if applicable) with or for the benefit of Mortgagee, as may be amended from time to time, that relate to, evidence, and/or secure the loan made by Lender to Borrower.”

- b. Paragraph 1.1(m) of the Mortgage is replaced with the following:

“(m) Mortgagee's Address: 216 W. Ohio St. 5th Floor, Chicago, Illinois 60654.”

- c. Paragraph 1.1(p) of the Mortgage is replaced with the following:

“(p) Note: The Amended and Restated Revolving Line of Credit Promissory Note, dated November 2, 2015, executed by Borrower to the order of Mortgagee in the principal amount of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00), with a maturity date of October 31, 2016 (and an Extended Maturity Date (if so extended by Lender in Lender's sole discretion), of October 31, 2017) and interest rate of 12%, together with any and all extensions, renewals, modifications and amendments.”

- d. Paragraph 1.1(q) of the Mortgage is deleted in its entirety and 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 (as amended heretofore and hereafter), and any and all extensions, renewals, modifications and amendments of any of the foregoing.

- e. 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, 941 North Damen Ave., Chicago, Illinois), or if a default or event of default occurs in any of the loan documents related to any such mortgage, or in the event that a default occurs under any mortgage granted to Lender by an affiliate of Borrower or Mortgagor (including but not limited to, any

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mortgage (as amended from time to time heretofore and hereafter) granted by Borrower, any affiliate of Borrower and/or Mortgagor, to Lender) 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.”

- f. Paragraph 7.1.2 of the Mortgage is replaced with the following:

“7.1.2 Entry on Mortgaged Property. Enter upon the Mortgaged Property, take possession thereof, including but not limited to, as Mortgagee in possession, and exercise any and all remedies set forth in this Mortgage.”

- e. The following language is added to paragraph 8.8:

“Notwithstanding the foregoing, Borrower agrees and acknowledges that the Loan constitutes a business loan as defined by the Illinois Interest Act, 815 ILCS 205/4, and agrees that the Loan is a transaction exempted from the Illinois Interest Act, pursuant to 815 ILCS 205/4.”

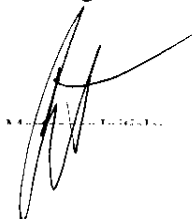
- g. The Notice provision of paragraph 8.3 is amended as follows:

“If to Mortgagee: 216 W. Ohio St.
5th Floor
Chicago, Illinois 60654

With a copy to: Law Offices of Ian B. Hoffenberg LLC
123 N. Wacker Dr. Suite 1603
Chicago, Illinois 60606”

- h. The following language is added to the Mortgage as paragraph 8.15:

“8.15 Revolving Credit Arrangement. The undersigned acknowledges and agrees that the Note (as heretofore and hereafter amended) and accompanying loan represents a revolving line of credit and the principal amount outstanding under the Note (as heretofore and hereafter amended) may increase or decrease from time to time as Borrower draws and repays loan funds thereunder. Subject to the terms and conditions of the Note (as heretofore and hereafter amended) and the Loan Documents, Lender may advance funds to Borrower such that Borrower may borrow, partially or wholly repay, and reborrow, on a revolving basis, up to the maximum aggregate amount set forth in the Note (as heretofore and hereafter amended). Borrower agrees and acknowledges that the Note (as heretofore and hereafter amended) and loan shall be a revolving credit arrangement pursuant to 735 ILCS 5/15-1302(b)(3). Borrower agrees that this Mortgage secures monies advanced or applied in accordance with a revolving credit arrangement, and that




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the exception set forth by 735 ILCS 5/15-1302(b)(3) shall apply to this Mortgage, the Note (as heretofore and hereafter amended) and the Loan Documents.”

- i. Pursuant to and following additional advances made by Lender to Borrower as of the date hereof, and pursuant to the execution by Borrower of the **AMENDED AND RESTATED LINE OF CREDIT PROMISSORY NOTE** (as heretofore and hereafter amended, the “Note”) dated of even date herewith, increasing the loan amount to **Seven Hundred Thousand and no/100 Dollars (\$700,000.00)**, the Loan Amount shall be equal to **Seven Hundred Thousand and no/100 Dollars (\$700,000.00)**, and the aggregate principal amount evidenced by the Note as of the date hereof, shall equal **Seven Hundred Thousand and no/100 Dollars (\$700,000.00)**. Other than as set forth in the **AMENDED AND RESTATED LINE OF CREDIT PROMISSORY NOTE** or herein, the interest rate and maturity date with regards to the Loan shall be governed by the terms set forth in the applicable Loan Documents.
- j. The Mortgage is hereby amended pursuant to the terms hereof, such that, the Mortgage shall secure, among other things, the increased principal amount set forth in paragraph 2(i) of this Amendment.
- k. The Maturity Date under the Note shall be extended to **October 31, 2016** (and the Extended Maturity Date (as defined in the Note) is extended to **October 31, 2017**).
- l. 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.
- m. 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.

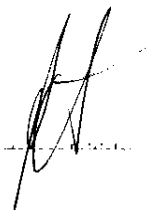
6. Conditions. The agreements to be made by the Lender hereunder shall be conditioned upon the occurrence of the following events:

- 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.

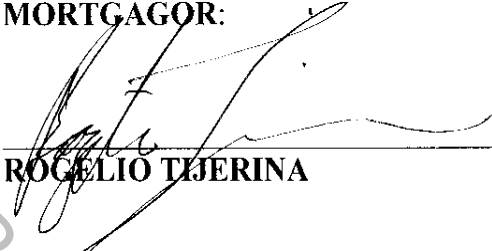
[SIGNATURE PAGE FOLLOWS]



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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:



ROGELIO TIJERINA

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ROGELIO TIJERINA**, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes herein set forth.

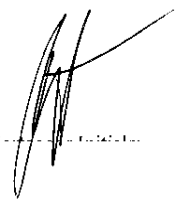
GIVEN under my hand and Notarial Seal this 2nd day of November, 2015.

NOTARY PUBLIC

My Commission Expires:

5-3-17





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EXHIBIT A

LEGAL DESCRIPTION

LOT 32 IN BLOCK 9 IN THE SUBDIVISION OF BLOCKS 9, 10, 24 TO 27, BLOCKS 40 TO 41 AND THE SUBDIVISION SOUTHWEST PART OF 43 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/3 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 1153 West Grand Ave., Chicago, Illinois

PIN: 17-08-246-008-0000

Property of Cook County Clerk's Office

