

UNOFFICIAL COPY



Doc#: 1604729061 Fee: \$46.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/16/2016 12:52 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

WINTRUST BANK
231 South LaSalle Street
Chicago, Illinois 60604

AMENDMENT TO ASSIGNMENT OF RENTS

21, 2016 THIS AMENDMENT TO ASSIGNMENT OF RENTS (this "Amendment") dated as of January 21, 2016 is made a part of that certain Assignment of Rents dated as of January 15, 2016 and recorded on 1/20/2016 with the Cook County Recorder of Deeds as Document No. 1604729061 as amended from time to time (collectively, the "Assignment") given by 1634 Roscoe LLC, an Illinois limited liability company ("Grantor") to Wintrust Bank ("Lender"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof, together with all equipment, fixtures and other personal property attached to such real estate (collectively, the "Property").

Unless otherwise set forth herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Assignment.

1. NEW DEFINITIONS

1604729061-44
BOX 162

The following new definitions are added to the "Definitions" section on pages 6 and 7 of the Assignment:

"Commodity Exchange Act. The word "Commodity Exchange Act" shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

Excluded Swap Obligations. The word "Excluded Swap Obligations" shall mean with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

Swap Agreements. The word "Swap Agreement" means, individually, and the word "Swap Agreements" means, collectively, any interest rate, currency or commodity swap agreement, cap

UNOFFICIAL COPY

agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

Swap Obligation. The word “Swap Obligation” shall mean any Rate Management Obligation that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act, as amended from time to time.”

2. DEFINITION OF “INDEBTEDNESS”

The definition of “Indebtedness” on Page 7 of the Assignment is amended to read as follows:

“Indebtedness. The word “Indebtedness” is used in the most comprehensive sense and means and includes any and all of Borrower’s liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, obligations under any Swap Agreement, other obligations and liabilities of Borrower, or any of them, and any present or future judgments against Borrower, or any of them; and whether any such Indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as a guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; whether the Indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires or otherwise; provided, however, notwithstanding anything else contained in this definition, Excluded Swap Obligations are excluded from this definition.”

3. DEFINITION OF “RELATED DOCUMENTS”

The definition of “Related Documents” on Page 7 of the Assignment is amended to read as follows:

“Related Documents. The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, Swap Agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.”

4. CONFLICT


In the event of a conflict or inconsistency between the provisions contained in the Assignment and this Amendment, the provisions of this Amendment shall prevail.


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

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Amendment has been executed and delivered on the date first set forth above.

GRANTOR:
1634 ROSCOE LLC

By: 
 Name: Steven L. DeGraff
 Title: Manager

By: 
 Name: Mitchell Zamost
 Title: Manager

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lisa Briscoe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Steven L. DeGraff and Mitchell Zamost, the Managers of 1634 Roscoe LLC, personally are known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers, appeared before me this day in person and acknowledged that such persons signed and delivered the said instrument as such persons' own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of January, 2016.

Lisa M. Briscoe
NOTARY PUBLIC

My Commission Expires:

11/10/17
[SEAL]



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOTS 23 AND 24 IN BLOCK 6 IN L. TURNER'S RESUBDIVISION OF BLOCKS 1, 2, 3, 4, 5 AND 6 IN L. TURNER'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1634-1636 West Roscoe Street, Chicago, IL 60657

PIN: 14-19-416-039-0000

Property of Cook County Clerk's Office