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Doc# 1712445056 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/04/2017 12:26 PM PG: 1 OF 5

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## AMENDMENT TO MORTGAGE (ILLINOIS)

This Amendment to Mortgage (the "Amendment"), is made and entered into by 3136 LINCOLN LLC (the "Mortgagor", whether one or more) and U.S. Bank National Association (the "Bank"), as of the date set forth below.

### RECITALS

A. Mortgagor or its predecessor in interest executed a mortgage, originally dated or amended or restated as of October 30, 2010 (as amended and/or restated, the "Mortgage"). The "Land" (defined in the Mortgage) subject to the Mortgage is legally described in Exhibit A attached hereto.

Address: 3136 N Lincoln Avenue, Chicago, Illinois 60657  
PIN #: 14-29-104-021-0000

B. The Mortgage was originally recorded in the office of the County Recorder for Cook County, Illinois, on December 9, 2010, as Document No. 1034344000, and/or in Book/Volume/Reel \_\_\_\_\_, on Page/Image \_\_\_\_\_.

C. Mortgagor has requested that Bank permit certain modifications to the Mortgage as described below.

D. Bank has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

### TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Mortgagor and Bank agree as follows:

**References to Mortgagor and Bank.** As used herein, (a) the term "Mortgagor" shall mean the same party as may be referred to as the "Mortgagor" or "Grantor", or by other similar terminology, in the Mortgage; and (b) the term "Bank" shall mean the same party as may be referred to as the "Mortgagee", "Bank" or "Lender", or by other similar terminology, in the Mortgage.

**Maximum Lien Amount.** Notwithstanding anything to the contrary herein, the maximum indebtedness secured by the Mortgage shall not exceed at any one time the sum of principal in the amount of \$570,049.00, plus all interest thereon, plus all protective advances and advances in performance of Mortgagor's obligations under the Mortgage, plus all costs, expenses and attorneys' fees incurred in connection with or relating to (a) the collection of the Obligations, (b) the sale of the Mortgaged Property pursuant to the Mortgage, and/or (c) the enforcement and/or foreclosure of the Mortgage. While the amount of indebtedness secured hereby may be limited by this paragraph, the Mortgage secures all of the Obligations and shall not be released or reconveyed until all Obligations have been fully and finally repaid and all obligations of Bank to make further advances secured by the Mortgage have been terminated.

**Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date. The foregoing statement does not affect maturity of the Obligations under the Loan Documents.

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**Compliance with Laws & Restrictions.** All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Mortgagor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Mortgage.

**Fees and Expenses.** Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

**Effectiveness of Prior Document.** Except as provided in the Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to other indebtedness and/or future advances or credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

**Amended Note Controls.** In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Mortgage, as amended, the terms of the amended Note and any such related loan agreement shall control.

**No Waiver of Defaults; Warranties.** The Amendment shall not be construed as or be deemed to be a waiver by Bank of existing defaults by Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

**Counterparts.** The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

**Receipt of Copy.** Mortgagor hereby acknowledges the receipt of a copy of the Amendment to Mortgage together with a copy of each promissory note secured hereby.

**Electronic Records.** Bank may, on behalf of Mortgagor, create a microfilm or optical disk or other electronic image of the Amendment. Bank may store the electronic image of such Amendment in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original.

**Authorization.** Mortgagor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of Mortgagor and have been duly authorized by all necessary organizational action.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.**

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Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of May 2, 2017.

MORTGAGOR:

3136 LINCOLN LLC  
a/an Illinois Limited Liability Company

By: Ralph S Geiderman  
Name and Title: Ralph S Geiderman, Manager & Managing Member

BANK:

U.S. Bank National Association

By: Lauren Fialkowski  
Name and Title: Lauren Fialkowski, Assistant Vice President

MORTGAGOR ADDRESS: 3136 N Lincoln Ave, Chicago, IL 60657

BANK ADDRESS: 400 City Center, Oshkosh, WI 54901

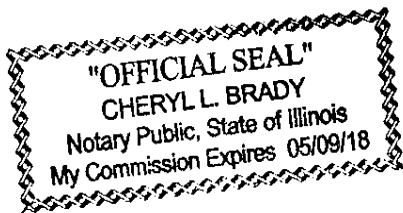
### MORTGAGOR NOTARIZATION

STATE OF ILLINOIS  
COUNTY OF Cook ) ss.

This instrument was acknowledged before me on 5/3/17 by Ralph S Geiderman, as Manager & Managing Member of 3136 LINCOLN LLC.

(Notarial Seal)

Printed Name: Cheryl L. Brady  
Notary Public, State of ILLINOIS  
My commission expires: 5/9/2018



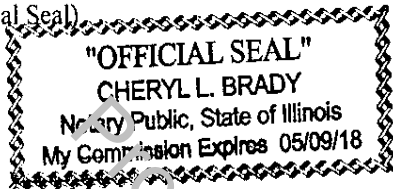
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## BANK NOTARIZATION

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

This instrument was acknowledged before me on 5/3/17 by Lauren Fialkowski, as Assistant Vice President of U.S. Bank National Association.

(Notarial Seal)



*[Handwritten Signature]*  
Printed Name: Cheryl L. Brady  
Notary Public, State of ILLINOIS  
My commission expires: 5/9/2018

This instrument was drafted by Lauren Fialkowski on behalf of U.S. Bank National Association, whose address is set forth in the "return to" paragraph immediately following this paragraph.

After recording return to U.S. Bank National Association, Collateral Department, P.O. Box 3487, Oshkosh, WI 54903-3487.

*Notary Public of Cook County Clerk's Office*

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## EXHIBIT A TO AMENDMENT TO MORTGAGE (Legal Description)

Mortgagor: 3136 LINCOLN LLC

Bank: U.S. Bank National Association

Legal Description of Land:

LOT 13 IN BLOCK 16 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Also known as: 3136 N Lincoln Avenue, Chicago, Illinois

60657

Property of Cook County Clerk's Office