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**This Instrument Prepared By And  
After Recording Return To:**

Anthony J. Zeoli, Esq.  
Freeborn & Peters LLP  
311 South Wacker Drive, Suite 3000  
Chicago Illinois 60606  
(312) 360-6798

**Property Identification Number(s):**

See Exhibit A attached hereto

**Common Address(es):**

1913-1915 West North Avenue,  
Chicago, Illinois 60622



\*1715134050\*

Doc# 1715134050 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/31/2017 01:17 PM PG: 1 OF 16

**SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT  
AND OTHER LOAN DOCUMENTS**

This SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS (this "*Amendment*") dated as of May 8, 2017, is executed by **JFS 1913-19 NORTH AVENUE, LLC**, an Illinois limited liability company (the "*Borrower*"), and **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation, having an address of 50 South LaSalle Street, Chicago, Illinois, 60675 ("*Lender*").

RECITALS

A. Lender previously made a loan to Borrower (the "*Loan*") which was secured by, among other things, an interest in and to the real property legally described on Exhibit A attached hereto and made a part hereof (the "*Mortgaged Property*").

B. The Loan is evidenced and secured by, among other things, the following (being hereinafter sometimes referred to, individually and collectively as the "*Loan Documents*");

(i) that certain Amended and Restated Promissory Note dated as of June 12, 2015, made by Borrower in favor of Lender in the original maximum principal amount of ONE MILLION NINE HUNDRED FIFTY-TWO THOUSAND THOUSAND TWENTY-ONE and 87/100 Dollars (\$1,952,021.87) (as amended pursuant to that First Amendment to Mortgage and Security Agreement and Other Loan Documents related to the Loan dated as of June 12, 2015, and that certain internal extension amendment, the "*Prior Note*");

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(ii) that certain Mortgage and Security Agreement made by Borrower in favor of Lender and dated as of March 19, 2010, recorded with the Cook County Recorder of Deeds (the "**Recorder's Office**") on March 22, 2012 as Document Number 1008131092 (as amended pursuant to that First Amendment to Mortgage and Security Agreement and Other Loan Documents related to the Loan dated as of June 12, 2015, the "**Mortgage**"), encumbering the Mortgaged Property;

(iii) that certain Assignment of Rents and Leases made by Borrower in favor of Lender and dated as of March 19, 2010, recorded with the Recorder's Office on March 22, 2010 as Document Number 1008131093 (as amended pursuant to that First Amendment to Mortgage and Security Agreement and Other Loan Documents related to the Loan dated as of June 12, 2015, the "**ARL**"), encumbering the Mortgaged Property;

(iv) that certain Guaranty dated as of March 19, 2010, made by JOSEPH FRITZ SEIGLE ("**Guarantor**") in favor of Lender with respect to the Loan (as reaffirmed pursuant to that Reaffirmation of Guaranty and Environmental Indemnification Agreement related to the Loan dated as of June 12, 2015, the "**Guaranty**");

(v) that certain Environmental Indemnification Agreement dated as of March 19, 2010, made by Borrower and Guarantor in favor of Lender with respect to the Mortgage Property (as reaffirmed pursuant to that Reaffirmation of Guaranty and Environmental Indemnification Agreement related to the Loan dated as of June 12, 2015, the "**EIA**");

(vi) that certain Subordination of Management Agreement and Waiver of Management Liens dated as of March 19, 2010, made by Borrower and JFS PROPERTY MANAGEMENT, LLC in favor of Lender with respect to the Mortgaged Property; and

(vii) all such other instruments, documents, certificates and agreements from time to time executed and/or delivered pursuant to, or otherwise in connection with, the Loan or any of the foregoing; as the same has been amended, modified, renewed, extended and/or restated from time to time.

C. In addition to the Loan, Lender previously made a related loan to Borrower (the "**Adjacent Property Loan**") which was secured by, among other things, an interest in and to the real property legally described on Exhibit B attached hereto and made a part hereof (the "**Adjacent Property**").

D. The Adjacent Property Loan is evidenced and secured by, among other things, the following (being hereinafter sometimes referred to, individually and collectively as the "**Adjacent Property Loan Documents**"):

(i) that certain Amended and Restated Promissory Note dated as of June 12, 2015, made by Borrower in favor of Lender in the original maximum principal amount of THREE HUNDRED NINETY EIGHT THOUSAND FOUR HUNDRED ONE and 30/100 Dollars (\$398,401.30) (as amended pursuant to that First Amendment to Mortgage and Security Agreement and Other Loan Documents related to the Adjacent

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Property Loan dated as of June 12, 2015, and that certain internal extension amendment, the "*Prior Adjacent Property Note*";

(ii) that certain Mortgage and Security Agreement made by Borrower in favor of Lender and dated as of March 19, 2010, recorded with the Recorder's Office on March 22, 2012 as Document Number 1008131096 (as amended);

(iii) that certain Assignment of Rents and Leases made by Borrower in favor of Lender and dated as of March 19, 2010, recorded with the Recorder's Office on March 22, 2010 as Document Number 1008131097 (as amended);

(iv) that certain Guaranty dated as of March 19, 2010, made by Guarantor in favor of Lender with respect to the Adjacent Property Loan (as amended);

(v) that certain Environmental Indemnification Agreement dated as of March 19, 2010, made by Borrower and Guarantor in favor of Lender with respect to the Adjacent Property (as amended);

(vi) that certain Subordination of Management Agreement and Waiver of Management Liens dated as of March 19, 2010, made by Borrower and JFS PROPERTY MANAGEMENT, LLC in favor of Lender with respect to the Adjacent Property; and

(vii) such other instruments, documents, certificates and agreements from time to time executed and/or delivered pursuant to, or otherwise in connection with, the Adjacent Property Loan or any of the foregoing; as the same has been amended, modified, renewed, extended and/or restated from time to time.

E. Borrower has requested, and Lender has conditionally agreed, to extend the maturity date of the Loan and to further amend and modify the Loan Documents (collectively, the "*Modifications*"), in accordance with, and subject to, the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the performance of the terms, covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein, are acknowledged by Borrower to be true and correct and are made a part hereof.

2. **Definitions.** In addition to the defined terms set forth in the preamble and the Recitals section above, the following terms shall have the following meanings when used in this Agreement. All capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed thereto in the respective Loan Document.

(a) "*Adjacent Property Modification*" means that certain Second Amendment to Mortgage and Security Agreement and Other Loan Documents dated as of the date of this Agreement, modifying the Adjacent Property Loan Documents as provided therein.

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(b) “*Amended and Restated Adjacent Property Note*” means that certain Second Amended and Restated Promissory Note dated as of the date of this Agreement, as executed and delivered by Borrower in favor Lender in the original principal amount of THREE HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED FORTY-ONE and 09/100 (\$363,541.09), amended and restating the Prior Adjacent Property Note; as the same may be amended modified, restated and/or replaced from time to time.

(c) “*Amended and Restated Note*” means that certain Second Amended and Restated Promissory Note dated as of the date of this Agreement, as executed and delivered by Borrower in favor Lender in the original principal amount of ONE MILLION SEVEN HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED NINETEEN and 84/100 (\$1,781,219.84), amended and restating the Prior Note; as the same may be amended modified, restated and/or replaced from time to time.

(d) “*Effective Date*” means the date upon which the conditions set forth in Section 5 of this Amendment have been fully performed and satisfied (as determined by Lender, in its discretion). Notwithstanding the foregoing or anything to the contrary herein, the parties hereby acknowledge and agree that, subject to the full satisfaction of the conditions set forth in Section 5 of this Amendment, the Modifications to the Loan Documents provided herein will be deemed to be effective retroactively as of January 19, 2017.

(e) “*Organizational Documents*” means, with respect to Borrower, any and all agreements or other documents evidencing or otherwise related to the formation and/or governance of Borrower, including, without limitation, any and all articles/certificates of incorporation, articles/certificates of organization, articles/certificates of formation, by-laws, operating agreements, partnership agreements, trust agreements, land trust agreements, buy-sell agreement, shareholder agreements, voting agreements, and the like, of such Borrower, as applicable and as the same may be amended or modified and in effect from time to time.

3. **Amendments to Mortgage.** Subject to the terms and conditions contained herein, effective as of the Effective Date:

(a) The Mortgage is hereby amended by deleting the first “*WITNESSETH*” paragraph, in its entirety, and substituting the following therefor:

WHEREAS, Mortgagor has executed and delivered that certain Second Amended and Restated Promissory Note dated as of May 8, 2017, payable to the order of and delivered to Mortgagee, in the original principal amount of ONE MILLION SEVEN HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED NINETEEN and 84/100 (\$1,781,219.84) (as the same may be amended, modified, restated or replaced from time to time, the “**Note**”), in and by which said Note, Mortgagor promises to pay the said principal sum and interest in the manner and at the rates as provided therein. The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on the

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“Maturity Date” (as such term is used and defined therein) as the same may be extended pursuant to the provisions thereof. All such payments on account of the indebtedness evidenced by the Note shall be first applied to interest on the unpaid principal balance and the remainder to principal and all of said principal and interest being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, at the address indicated above or at such other address as Mortgagee may from time to time designate in writing.

(b) The Mortgage is hereby further amended by deleting the second “WITNESSETH” paragraph, in its entirety, and substituting the following therefor:

WHEREAS, Mortgage has also entered into that certain Mortgage and Security Agreement by and between Mortgagor and Mortgagee (as the same may be amended, modified, restated or replaced from time to time, the “**Adjacent Mortgage**”) for that certain parcel of land improved with a three story apartment building which is adjacent to the Mortgaged Property (hereinafter defined) and is further described on **EXHIBIT B** attached hereto and made a part hereof (the “**Adjacent Property**”) to secure the payment of all indebtedness due from Mortgagor to Mortgagee as evidenced by that certain Second Amended and Restated Promissory Note dated as of May 8, 2017, payable to the order of and delivered to Mortgagee, in the original principal amount of THREE HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED FORTY-ONE and 09/100 (\$363,541.09) (as the same may be amended, modified, restated or replaced from time to time, the “**Adjacent Note**”).

(c) The Mortgage is hereby further amended by deleting the sentence in Section 12 thereof which defines the “Default Rate,” (which sentence begins with “*Following an Event of Default and during the continuance thereof*” and ends with “*then in effect under the Note*”), in its entirety, and substituting the following therefor:

Following an Event of Default and during the continuance thereof, all monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys’ fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 8 above or to protect the Mortgaged Property or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the “Default Rate” s such term is used and defined in the Note (the “**Default Rate**”).

(d) The Mortgage is hereby further amended by deleting Section 38 thereof, in its entirety, and substituting the following therefor:

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Mortgagor and Mortgagee agree: (a) that this Mortgage shall constitute a Security Agreement within the meaning of Section 9-402(6) of the Code with respect to all sums now or hereafter on deposit with, or otherwise held by, Mortgagee (or over which Mortgagee maintains "control" as such term is used in the Code) by, or on behalf of, Borrower for whatever purpose (all such sums, individually and collectively, the "**Deposits**") and with respect to any personal property included in the definition herein of the word "Mortgaged Property,"; and (b) that a security interest in and to the Deposits is hereby granted to the Mortgagee; and (c) that the Deposits and all of Mortgagor's right, title and interest therein are hereby collaterally assigned to Mortgagee; all to secure payment of the indebtedness hereby secured and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

Upon the occurrence of any Event of Default hereunder, Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to the real property in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply.

Mortgagor shall, from time to time, upon written request of Mortgagee and at Mortgagor's sole cost, deliver to Mortgagee: such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law.

Notwithstanding anything to the contrary herein or in any of the other Loan Documents, Mortgagor hereby acknowledges and agrees that: (a) without limiting the generality of the definition hereof, the term "Deposits" shall specifically include any and all reserve accounts (or the like) established with Mortgagee (or over which Mortgagee maintains "control" as such term is used in the Code) from time to time pursuant to the terms hereof (including without limitation, pursuant to Section 44 hereof) or any of the other Loan Documents; and (b) without limitation of any other right or remedy of Mortgagee hereunder or under any of the other Loan Documents, or otherwise provided by law, any indebtedness owing from Mortgagee to Mortgagor (including, without limitation, any amounts with respect to Deposits) may be offset and applied by Mortgagee against the payment of any indebtedness owed to Mortgagee by Mortgagor or otherwise secured by this Mortgage.

4. **Amendments - General.** Subject to the terms and conditions contained herein, effective as of the Effective Date, all of the other Loan Documents shall be deemed modified as necessary to be consistent with the Modifications identified in Section 3 of this Amendment.

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Without limiting the generality of the foregoing, and notwithstanding anything contained herein or therein to the contrary:

(a) any and all references to the term “Note” and/or the like, whenever and wherever used in the Loan Documents, shall mean and refer to the Amended and Restated Note (as defined herein);

(b) any and all references to the term “Maturity Date” with respect to the Note and/or references to “January 19, 2017” as such maturity date, whenever and wherever used in the Loan Documents, shall mean and refer to “September 30, 2017” or such earlier date on which the entire principal amount of the Loan, and all accrued interest thereon, may be required to be paid in full pursuant to the terms of the Note and/or the other Loan Documents;

(c) any and all references to the term “Adjacent Note” and/or the like, whenever and wherever used in the Loan Documents, shall mean and refer to the Amended and Restated Adjacent Property Note (as defined herein);

(d) any and all references to the term “Maturity Date” with respect to the Adjacent Note and/or references to “January 19, 2017” as such maturity date, whenever and wherever used in the Loan Documents, shall mean and refer to “September 30, 2017” or such earlier date on which the entire principal amount of the Adjacent Property Loan (as defined herein), and all accrued interest thereon, may be required to be paid in full pursuant to the terms of the Adjacent Property Loan Documents (as defined herein);

(e) any and all references to the term “Loan Documents” and/or the like, whenever and wherever used in the Loan Documents, shall, without limiting the generality of the respective definition provided therein, specifically include this Amendment.

5. **Conditions to Effectiveness.** Notwithstanding anything contained herein to the contrary, this Amendment, and the Modifications to the Loan Documents contained herein, shall not become effective unless and until each of the following conditions have been fulfilled, all as determined by Lender in its sole and exclusive discretion (unless waived by Lender in its sole and exclusive discretion):

(a) **Modification Documents.** Lender shall have received

(i) fully executed copies of this Amendment, the Amended and Restated Note, the Adjacent Property Modification and the Amended and Restated Adjacent Property Note

(ii) a fully executed reaffirmation (in form and substance acceptable to Lender) made by Borrower and Guarantor acknowledging and ratifying their respective obligations under the EIA and the Guaranty; and

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(iii) a fully executed borrower's certificate (in form and substance acceptable to Lender) made by Borrower and confirming certain representations and warranties made with respect to the Mortgaged Property and the Loan.

(b) Organizational and Authorization Documents. Borrower shall have provided to Lender: (i) to the extent not previously provided to Lender and/or modified from the most recent version of the same delivered to Lender, certified copies of each of the Organizational Documents of Borrower; (ii) certified copies of resolutions of Borrower authorizing the execution, delivery and performance of this Amendment and the transactions contemplated hereby; and (iii) a good standing certificate (or other evidence of good standing acceptable to Lender, in its discretion) of Borrower issued by the state of Illinois.

(c) Search Results; Lien Terminations. Lender shall have received current Uniform Commercial Code, federal and state tax lien and judgment searches, pending suit and litigation searches and bankruptcy court filings searches covering Borrower and Guarantor and disclosing no matters objectionable to Lender.

(d) Additional Documents. Lender shall have received such other certificates, financial statements, schedules, resolutions, opinions of counsel, notes and other documents which are provided for hereunder or which Lender shall require.

(e) Performance; No Default. The Borrower shall have performed and complied with all agreements and conditions contained in the Mortgage and the other Loan Documents to be performed by or complied with by Borrower and no Event of Default shall exist.

(f) Extension Fee. The Borrower shall have paid to Lender an amount equal to Four Thousand Four Hundred-Fifty Three and 05/100 Dollars (\$4,453.05), which amount will be non-refundable, and deemed fully, earned, upon payment thereof.

(g) Preparation Fees. Borrower shall have paid (to, or at the direction of, Lender), or otherwise reimbursed Lender for, all Preparation Fees (as defined below).

6. Representations and Warranties. Borrower hereby acknowledges, agrees, warrants and represents that, as of the date hereof:

(a) Borrower has all requisite power and authority to execute this Amendment and to perform all of its obligations hereunder;

(b) This Amendment has been duly executed and delivered by Borrower and constitutes the legal, valid and binding obligations of Borrower, enforceable in accordance with its terms;

(c) The execution, delivery and performance of this Amendment: (i) does not require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) does not violate any provision of any law, rule or regulation or of any order, writ, injunction or



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decree presently in effect, having applicability to Borrower; and (iii) will not result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which Borrower is a party or by which Borrower or its assets may be bound or affected;

(d) All of the representations and warranties contained in the Loan Documents are true and correct on and as of the date hereof as if made on and as of such date (except to the extent stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct as of such earlier date), including without limitation, any and all representations and warranties of Borrower with respect to the Collateral;

(e) There are no agreements, state of facts or circumstances presently existing and known to Borrower which, with or without the service of notice, passage of time, or both, would grant to Borrower the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant to the Mortgage and/or any of the other Loan Documents;

(f) Borrower is not in default, and no event has occurred that with the passage of time and/or the giving of notice will constitute a "default," "event of default," or the like, under any of the Loan Documents or any other agreement between Lender and Borrower.

7. **Fees, Costs and Expenses.** Upon execution and delivery of this Amendment, Borrower shall pay, or cause to be paid, to Lender, or reimburse Lender for, the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (including outside counsel fees and all allocated costs of Lender's in-house counsel), expended or incurred by Lender in connection with the preparation, administration, or maintenance of this Amendment and all documents related hereto (collectively the "*Preparation Fees*").

8. **No Further Amendments; Ratification of Liability.** Except as amended hereby, the Mortgage and each of the other Loan Documents shall remain in full force and effect in accordance with their respective terms. Borrower hereby ratifies and confirms its liabilities, obligations and agreements under the Mortgage and the other Loan Documents, all as amended by this Amendment, and the Liens created thereby, and acknowledges that (a) it has no defenses, claims or set-offs to the enforcement by Lender of such liabilities, obligations and agreements; (b) Lender has fully performed all obligations to Borrower which it may have had or has on and as of the date hereof; and (c) other than as specifically set forth herein, Lender (i) expressly reserves and preserves all of its rights and remedies under the Mortgage and the other Loan Documents, all as amended by this Amendment, and (ii) does not waive, diminish or limit any term or condition contained in the Mortgage or the other Loan Documents, all as amended by this Amendment. Lender's agreement to the terms of this Amendment or any other amendment of the Loan Documents shall not be deemed to establish or create a custom or course of dealing between Lender and Borrower.

9. **Release.** As consideration for the Lender's undertaking in this Amendment, Borrower, for itself and any other person or entity who may claim an interest through them,

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hereby releases and discharges, with prejudice, Lender, its directors, officers, affiliates, agents, attorneys, and employees (collectively, the “*Released Parties*”) from any and every claim, right, cause, action, cause of action, damage, liability and other matter or proceeding arising from, relating to or in connection with any acts or omissions of the Released Parties prior to the date of execution of this Amendment. This provision shall survive and continue in full force and effect whether or not Borrower shall satisfy all other provisions of the Loan Documents, as amended by this Amendment, including payment and performance in full of the Obligations.

10. **Lien Status.** None of this Amendment, nor any other documents or instruments delivered in connection herewith, constitutes the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the lien of the Mortgage or any of the other Loan Documents (and/or Lender’s interest in and to the Collateral), which Borrower hereby acknowledges to be a valid and existing first priority lien on the Collateral described therein. Borrower agrees that the lien of the Mortgage and the other Loan Documents each continue to be in full force and effect, unaffected and unimpaired by this Amendment, and that said lien shall so continue as a first priority lien until the debt secured by the Loan Documents (including without limitation, the Loan) is irrevocably paid in full.

11. **No Waiver; Cumulative Remedies.** Except as expressly provided in this Amendment, Lender does not waive any default and expressly hereby reserves all of its rights and remedies under the Loan Documents and under applicable law with respect to each of the Loan Documents. No failure or delay on the part of Lender in exercising any right, power or remedy under this Amendment or any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under this Amendment or any of the Loan Documents. The rights, powers and remedies provided in this Amendment and the Loan Documents are cumulative, may be exercised from time to time and in such order as Lender shall determine and in addition to, not exclusive of, rights, powers and remedies provided by applicable law.

12. **No Default by Lender.** Borrower acknowledges and agrees that: (a) Lender has not defaulted in the observance or performance of any of Lender’s obligations under the Loan Documents or with respect to the Loan; and (b) Lender is not liable to Borrower in any way for anything whatsoever, whether or not relating to the Loan, and that Borrower has no claims or causes of action against Lender of any nature whatsoever whether or not relating to the Loan or the Loan Documents.

13. **No Waiver by, or Imposition of Liability on, Lender.** Borrower acknowledges and agrees that, other than as expressly set forth herein, neither the execution of this Amendment by Lender nor the acceptance of payments hereunder by Lender, nor any other matter relating to the execution, delivery or performance of this Amendment by Lender shall, or shall be deemed to, in any way, forgive, reinstate, extend maturity, waive, alter or release Borrower’s obligations with respect to the Loan or under any of the Loan Documents, or affect or modify or derogate in any way any of Lender’s rights or remedies with respect to defaults of Borrower, or impose any liability on Lender. Borrower acknowledges and agrees that interest and other charges shall continue to accrue on the remaining indebtedness of the Loan until all such remaining

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indebtedness and all interest and other charges accruing thereon or payable in connection therewith have been paid in full.

14. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or electronically in pdf format is equally effective as delivery of an original executed counterpart.

15. **Further Assurances.** Borrower covenants and agrees that it will at any time and from time to time do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, documents and instruments as reasonably may be required by Lender in order to effectuate fully the intent of this Amendment and the other Loan Documents, all as amended by this Amendment.

16. **Severability.** Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law. Any term or provision of this Amendment that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. In the event that any clause, term, or condition of this Amendment shall be held invalid or contrary to law: (a) this Amendment shall remain in full force and effect as to all other clauses, terms, and conditions; (b) the subject clause, term, or condition shall be revised to the minimum extent necessary to render the modified provision valid, legal and enforceable; and (c) the remaining provisions of this Amendment shall be amended to the minimum extent necessary so as to render the Amendment as a whole most nearly consistent with the parties' intentions in light of the modification or removal of the invalid or illegal provision.

17. **Captions.** The captions in this Amendment are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Amendment or any of the provisions hereof.

18. **Successors and Assigns.** This Amendment is binding upon the parties and their respective successors, assigns, heirs and personal representatives, except that Borrower may not assign or transfer its rights or obligations hereunder or under any of the Loan Documents without the prior written consent of Lender.

19. **Entire Agreement; Conflict.** This Amendment, together with the Loan Documents as modified herein, contains the entire agreement between the parties with respect to the subject matter hereof. All prior oral and written communications, commitments, alleged commitments, promises, alleged promises, agreements and alleged agreements by or among Lender and Borrower related to the Loan or the Loan Documents are hereby merged into this Amendment and the Loan Documents, and shall not be enforceable unless expressly set forth in this Amendment and/or the Loan Documents. To the extent that any provision in the Loan Documents (other than the Amended and Restated Note) is expressly in conflict with this Amendment, the terms and provisions of this Amendment shall prevail; provided, however, to the extent that any provision in the Amended and Restated Note related to the payment of

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principal and/or interest with respect to the Loan is expressly in conflict with this Amendment, the terms and provisions of the Amended and Restated Note shall prevail.

20. **Legal Counsel.** Borrower hereby represents and warrants to Lender that Borrower has had the opportunity to consult with and receive advice from legal counsel of its choice with respect to this Amendment and the documents related hereto, or Borrower has had an opportunity to consult with legal counsel of its choice and has made the decision not to consult with legal counsel. Without limiting the forgoing, Borrower hereby acknowledges that Borrower has legal and business options available to Borrower other than the execution and delivery of this Amendment but has nonetheless decided to execute this Amendment and have done so voluntarily and without duress. Further, Borrower hereby agrees that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment.

21. **Governing Law.** This Amendment is governed by, and shall be construed in accordance with the law of the State of Illinois without reference to the conflicts of laws principles thereof.

22. **No Third Party Reliance.** No third party shall be entitled to rely upon this Amendment or to have any of the rights or benefits hereunder.

23. **Jurisdiction; Waiver of Jury Trial.** The parties hereby irrevocably agree that any action or proceeding arising out of or relating to this Amendment or the transactions contemplated hereby, shall be conducted in a manner consistent with, and subject to, the "Mutual Waiver of Right to Trial by Jury" and "Jurisdiction" provisions of the Mortgage (as amended pursuant to the terms hereof), each of which are hereby incorporated by reference as if fully stated herein.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]***

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IN WITNESS WHEREOF, the undersigned has executed and delivered this SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS effective as of the Effective Date.

**BORROWER:** **JFS 1913-19 NORTH AVENUE, LLC,**  
an Illinois limited liability company

By: JFS Realty Capital LLC, an Illinois limited liability company, its Manager

By: *Joseph Fritz Seigle*  
Joseph Fritz Seigle, Manager

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Fritz Seigle, being the manager of JFS Realty Capital LLC, an Illinois limited liability company, the manager of **JFS 1913-19 NORTH AVENUE, LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this <sup>5th</sup> day of May, 2017.



*Phyllis Irizarry*  
Notary Public

My Commission Expires:

10/13/20

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IN WITNESS WHEREOF, the undersigned has executed and delivered this SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS effective as of the Effective Date.

LENDER: **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation

By: *Jessica Stender*

Print Name: JESSICA STENDER

Title: Authorized Signatory

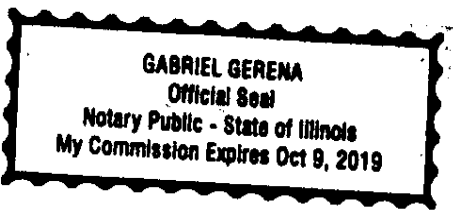
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JESSICA STENDER, being an Authorized Signatory of **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of May, 2017.

*G. Gerena*  
Notary Public

My Commission Expires:  
10.09.2019



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF MORTGAGED PROPERTY

**Legal Description:**

LOTS 5, 6 AND 7 IN BLOCK 3 IN PICKET'S SECOND ADDITION TO CHICAGO, BEING LOT 4 OF ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Property Identification Number(s):**

17-06-200-028-0000 (Lots 6 and 7)  
17-06-200-029-0000 (Lot 5)

**Common Address:**

1913-1915 West North Avenue, Chicago, Illinois 60622

# UNOFFICIAL COPY

## EXHIBIT B

### LEGAL DESCRIPTION OF ADJACENT PROPERTY

**Legal Description:**

LOT 8 IN BLOCK 3 IN PICKET'S SECOND ADDITION TO CHICAGO, BEING LOT 4 OF ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Property Identification Number(s):**

17-06-200-027-0000 (Lot 8)

**Common Address:**

1919 West North Avenue, Chicago, Illinois 60622