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PREPARED BY:

Carmela Smizer
AZ-1125
201 N. Central Avenue, 26th Floor
Phoenix, AZ 85004

WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13473
CT LIEN SOLUTIONS
P.O. BOX 28071
Glendale, CA 91209-9071
59995549-IL31-Cook County



Doc# 1722939158 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/17/2017 10:43 AM PG: 1 OF 4



Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of June 1, 2017, between Bucktown Properties, Inc., an Illinois corporation, whose address is 1924 North Paulina Street, Chicago, IL 60622 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 201 N. Central Ave., Floor 26, Phoenix, AZ 85004-0073 and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated April 15, 2004 and recorded on April 20, 2004 as Document No. 0411131081, Cook County Records (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Chicago, County of Cook, State of Illinois:

Lots 70 to 86, inclusive, together with all North and South alley lying East of and adjoining the East line of Lots 70 to 72, inclusive, and West of and adjoining the West line of Lots 84 to 86, inclusive, and also together with the East and West alley lying North of and adjoining the North line of Lots 73 to 83, inclusive, in Block 29 in subdivision of Blocks 17, 18, 20, 21 (except Lots 1, 6 and 12 in Block 21) 23, 28, 29, 30, 31 and 32 (except lots 1, 2, 3, 6 and 7), 33, 38, 39, 40 and 41 of Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

(the "Premises").

Commonly known as 1700 Cortland Avenue, Chicago, Illinois 60622,
Tax Parcel Identification No. 14-31-405-008.

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

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Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgage is hereby amended by amending and restating that certain paragraph of the Mortgage which defines the term "Liabilities" in the Mortgage, including, without limitation, all subparagraphs thereof, in its entirety and by replacing it with the following:

The term "Liabilities" means all indebtedness, liabilities and obligations of every kind and character of each "Borrower" (hereinafter defined) to the Mortgagee, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Mortgagee or to a third party and subsequently acquired by the Mortgagee, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Mortgagor and the Mortgagee specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Mortgagee. The term "Liabilities" includes, without limitation, the following:

- (1) That certain Term Note dated June 1, 2017, payable by Bucktown Properties, Inc., to the Mortgagee, in the original principal sum of One Million Eight Hundred Twenty-Four Thousand Two Hundred Sixty-Four and 65/100 Dollars (\$1,824,264.65); a Term Note dated June 1, 2017, payable by Howard Orloff Imports, Inc., to the Mortgagee, in the original principal sum of Six Hundred Twenty-Nine Thousand Three Hundred Twenty-Four and 76/100 Dollars (\$629,324.76); a Term Note, dated June 1, 2017, payable by The Orloff Family Limited Partnership, to the Mortgagee, in the original principal sum of Four Hundred Eighty-Six Thousand One Hundred Twelve and 66/100 Dollars (\$486,112.66) (collectively, the "New Notes") and;

- (2) The performance of all of the promises and agreements contained in this Mortgage.

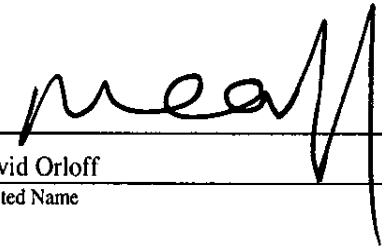
1. The Mortgage secures the New Notes; therefore, the maximum principal sum of the Liabilities shall not exceed Five Million Eight Hundred Seventy-Nine Thousand, Four Hundred and Four and 14/100 Dollars (\$5,879,404.14).
2. Mortgagor hereby MORTGAGES, GRANTS, CONVEYS AND WARRANTS to the Mortgagee all of the Mortgagee's right, title and interest, now owned or hereafter acquired, in the Premises, to secure all of the "Liabilities" (as the definition of that term has been amended by the Mortgage Amendment).
3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
5. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.
6. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

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7. **JURY WAIVER.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Mortgagor:

Bucktown Properties, Inc., an Illinois corporation

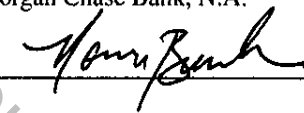
By:  _____

David Orloff President

Printed Name Title

Mortgagee:

JPMorgan Chase Bank, N.A.

By:  _____

Norma Barhoumeh Vice President

Printed Name Title

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois)
County of Cook) ss

I, Joseph M. Coletta, a Notary Public in and for said County and State,
certify that David Orloff, a President of Bucktown
Properties, Inc a(n) Illinois corporation and _____
_____, a _____ of said _____, personally known to me to be the persons
whose names are subscribed to the foregoing instrument as such President and _____
_____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument
as their own free and voluntary act and as the free and voluntary act of said Bucktown Properties, Inc.
_____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of June, 20 17



My Commission expires 8.26.19

[Signature]
Notary Public

ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois)
County of Cook) ss

I, Alfredo Marin, a Notary Public in and for said County and State,
certify that Norma T. Berhouch, a Vice President of Chase Bank
_____, a(n) _____ and _____
_____, a _____ of said _____, personally known to me to be the persons
whose names are subscribed to the foregoing instrument as such _____ and _____
_____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument
as their own free and voluntary act and as the free and voluntary act of said _____
_____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28 day of June, 20 17

My Commission expires: 09/14/2020

[Signature]
Notary Public

