

# UNOFFICIAL COPY

**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 29071  
Glendale CA 91209-9071  
59995548-IL31-Cook County



Doc# 1722939159 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/17/2017 10:46 AM PG: 1 OF 4



## Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of June 1, 2017, between The Orloff Family Limited Partnership, an Illinois limited partnership, whose address is 1924 N. 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. 0411131080, 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 60 to 69, inclusive and Lots 87 to 96, inclusive (except that part of Lots 92 to 96, lying Northeast of a line intersecting the North line of Lot 96, 90 feet from the Northeast corner of Lot 96, and intersecting the East line of Lot 92, 115 feet from the Northeast corner of Lot 96), and the vacated North and South alley adjoining said Lots, all in Block 29 in the subdivision of Blocks 17, 18, 20, 21 (except Lots 1, 6 and 12 in said 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 1924 North Paulina Street, Chicago, Illinois 60622,  
Tax Parcel Identification No. 14-31-405-007-0000 and 14-31-405-009-0000.

S 4  
P 4  
S N  
M N  
SC 4  
E 4  
INT 2

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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 6/100 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 (\$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

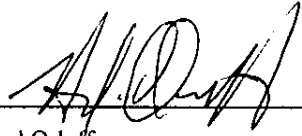
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THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

- 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.

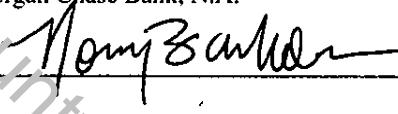
**Mortgagor:**

The Orloff Family Limited Partnership, an Illinois limited partnership  
By: Orloff, Inc., General Partner

By:  \_\_\_\_\_  
 Howard Orloff President  
 Printed Name Title

**Mortgagee:**

JF Morgan Chase Bank, N.A.

By:  \_\_\_\_\_  
 Norma Farhoumeh Vice President  
 Printed Name Title

Property of Cook County Clerk's Office

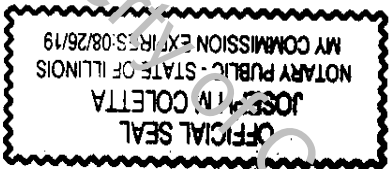
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## ACKNOWLEDGMENT OF MORTGAGOR

State of ILLINOIS )  
County of COOK ) ss

I, Joseph M. Coletta, a Notary Public in and for said County and State, certify that Howard Orloff, a president of Orloff, Inc., a General Partner of The Orloff Family Limited Partnership, an Illinois limited partnership, personally known to me to be the person whose names are subscribed to the foregoing instrument as such president and General Partner, 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 Howard Orloff, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of June, 20 17



My Commission expires: 8.26.19  
[Signature]  
Notary Public

## ACKNOWLEDGMENT OF MORTGAGEE

State of IL )  
County of COOK ) ss

I, Scott Angst, a Notary Public in and for said County and State, certify that Nona Y. Robinson, a Vice President of JPM Chase, 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 5 day of June, 20 17

My Commission expires: \_\_\_\_\_  
[Signature]  
Notary Public

