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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/14/2017 12:50 PM PG: 1 OF 5

Above space for Recorder's use

PREPARED BY AND)
 AFTER RECORDING) Continuum Capital Funding LLC
) Attn: Brian Lignelli
) 216 W. Ohio 5th Floor
 MAIL THIS INSTRUMENT TO:) Chicago, IL 60654

AMENDED FIRST AMENDMENT TO MORTGAGE AND LOAN MODIFICATION

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective this 16th day of October, 2017 by JOUDEH INVESTMENTS LLC, an Illinois limited liability company ("Mortgagor"), and shall amend that certain REVOLVING LINE OF CREDIT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING (the "Mortgage") dated as of **September 18, 2017**, made by Mortgagor to CONTINUUM CAPITAL FUNDING III, LLC, a limited liability company duly organized and existing under the laws of the State of Illinois ("Lender"), said Mortgage, granting a security interest to Lender in certain real estate legally described in Exhibit A attached hereto, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 21, 2017, as document no. 1726434031, said Mortgage securing that certain AMENDED AND RESTATED REVOLVING LINE OF CREDIT PROMISSORY NOTE (as amended from time to time and to date, collectively, the "Note") in the amount equal to **Two Hundred Forty Thousand and no/100 Dollars (\$240,000.00)** ("Loan Amount") (the Mortgage, the Note, together with all other loan documents related to, evidencing and/or securing the Loan, are collectively referred to herein as the "Loan Documents").

1. Definitions. The definitions set forth herein shall be as set forth in the Mortgage and/or Loan Documents.

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2. Amendment to Mortgage. The Mortgage is hereby amended as follows:

- a. Paragraph 1.1(h) of the Mortgage is hereby deleted in its entirety and replaced with the following:

“Land: Collectively, the real estate described in Exhibit A attached hereto and commonly known as

1. **5143 S. Luna Ave., Chicago, IL 60638, and**
2. **3649 West 86th Place, Chicago, IL 60652”**

- b. Exhibit “A” attached to the Mortgage is hereby amended by adding the real estate set forth as Parcel 2 on Exhibit “A” attached hereto.

- c. Pursuant to this Amendment, Borrower is hereby granting a mortgage lien to Lender to the property commonly known as **3649 West 86th Place, Chicago, IL 60652** (as further described as Parcel 2 on Exhibit A hereto). This grant of mortgage lien is in addition to the lien granted as set forth in the Mortgage. As such, with this Amendment Borrower has granted a mortgage lien on the properties set forth in paragraph 2(a) of this Amendment, and Exhibit A hereto, with all the terms of the Mortgage applicable thereto.

3. The Loan Documents and the terms thereof are hereby amended pursuant to the terms of this Amendment. The Loan Documents and the terms thereof are hereby also amended pursuant to the terms of this Amendment such that the defined term “Mortgage” as it appears in any and all of the Loan Documents shall mean the Mortgage as amended by the terms of this Amendment.

4. This Amendment shall constitute a “Loan Document” under the terms of and as defined in each of the Loan Documents.

5. Ratification of Loan Documents. This Amendment is supplementary to the Note, Mortgage and the other Loan Documents. All of the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect except as herein expressly modified. The Mortgagor and Borrower agree to continue to comply with and perform all of the covenants, conditions and obligations set forth in the Loan Documents.

6. Further Renewals, Extensions or Modifications. The Mortgage and other collateral given to secure payment of the Note, as hereby amended, shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness secured thereby, however evidenced, and any such extensions, modifications or change in the terms thereof shall not impair in any manner the validity of or priority of the Mortgage, nor release the Mortgagor, Borrower or any Co-maker, Surety or Guarantor of the indebtedness thereby secured from personal liability, if assumed, for the indebtedness thereby secured.



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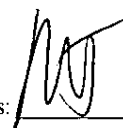
7. **Waiver and Release of Claims/Disclaimer of Reliance.** Mortgagor and Borrower represents to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto, including but not necessarily limited to, this Amendment. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Mortgagor and Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liability, rights, claims, losses, expenses, or causes of action, known or unknown, arising in conjunction therewith. Mortgagor and Borrower also waive, release and forever discharge the Released parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action, or other bar to the enforcement of this Amendment or the Loan Documents. Mortgagor and Borrower expressly disclaim any reliance on any oral representation made by the Lender with respect to the subject matter of this Amendment.

8. **Conditions.** The agreements to be made by the Lender hereunder shall be conditioned upon the upon the occurrence of the following events:

- a. This Amendment shall have been fully executed and delivered by the Mortgagor and each and every Co-Maker, Co-Borrower, Guarantor and/or Surety that has an obligation with respect to the indebtedness, interest thereon and such other costs and obligations of Mortgagor and Borrower provided for in the Note, Mortgage or any other Loan Document;
- b. This Amendment shall, at Mortgagor's expense, be recorded in the Office of the Recorder of Deeds of Cook County, Illinois;
- c. Lender shall have received, at the Mortgagor's expense, a title insurance commitment to insure the continued first lien position of the Mortgage (as herein modified) on the Mortgaged Property, and to insure the increased Loan Amount set forth herein, by the issuance of an endorsement to the policy of title insurance previously obtained to insure the first lien of the Mortgage on the Mortgaged Property

9. **Successors and Assigns.** The provisions of this Amendment shall inure to the benefit of any Holder of said Note and shall bind the successors, heirs, personal representatives and assigns of the Mortgagor and Borrower.

10. **Governing Law.** The terms of this Amendment shall be governed by and construed in accordance with the terms of the laws of the State of Illinois.



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IN TESTIMONY WHEREOF, the parties hereto have signed this First Amendment to Mortgage and have caused it to be dated the day and year first above written.

MORTGAGOR:

Joudeh Investments LLC:

By: 

Name: Majdy Joudeh

Title: Sole Member & Sole Managing Member

ACKNOWLEDGMENT

State of Illinois)

SS:)

County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Majdy Joudeh, Sole Member & Sole Managing Member of Joudeh Investments LLC, personally known to me to be the same person(s) whose **name(s) are** subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of December, 2017.


Notary Public



Mortgagor Initials: 

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT THIRTY-ONE (31) IN BLOCK NINETEEN (19) IN CRANE VIEW ARCHER AVENUE HOME ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE NORTH 9.225 ACRES THEREOF AND EXCEPT ALSO A STRIP OF LAND 66 FEET WIDE ACROSS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 9, TO BE USED FOR RAILROAD PURPOSES AS DESCRIBED IN DEED OF JAMES T. MACHER, DATED APRIL 20, 1896 AND RECORDED MAY 4, 1896 IN BOOK 5728, PAGE 51, AS DOCUMENT NUMBER 2383034, IN COUNTY OF COOK AND STATE OF ILLINOIS.

Commonly Known As: 5143 South Luna Avenue, Chicago, IL 60638
 Property Index Number: 19-09-301-018-0000

PARCEL 2:

LOT 335 (EXCEPT THE EAST 5.16 FEET THEREOF) IN 87TH AND CRAWFORD HIGHLANDS, A SUBDIVISION OF LOTS 1, 2 AND 3 IN HATELY AND BOYER RESUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 3649 West 86th Place, Chicago, IL 60652
 Property Index Number: 19-35-338-063-0000