

# UNOFFICIAL COPY

Doc#: 1809408033 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/04/2018 09:44 AM Pg: 1 of 6

INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:

Thomas Buranosky  
Fox, Swibel, Levin & Carroll, LLP  
200 West Madison Street  
Suite 3000  
Chicago, IL 60606

GREATER METROPOLITAN TITLE, LLC  
2340 S. ARLINGTON HTS. RD., SUITE 203  
ARLINGTON HEIGHTS, IL 60005  
FILE # 1809

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## FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND OTHER LOAN DOCUMENTS

This First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Other Loan Documents (this "**Amendment**") is dated as of March 19, 2018 (the "**Effective Date**") and is by and between **PEPPERCORN ARMOUR, LLC**, an Illinois limited liability company ("**Borrower**"), and **LAKE FOREST BANK & TRUST COMPANY**, an Illinois banking corporation ("**Lender**").

WHEREAS, Borrower and Lender are parties to that certain Loan Agreement dated as of January 20, 2017 (as amended, referred to herein as the "**Loan Agreement**") setting forth the terms of a loan (the "**Loan**") in the original principal amount of FIVE MILLION SEVEN HUNDRED FORTY THOUSAND AND NO/100THS DOLLARS (\$5,740,000.00) evidenced and secured by, among other things, (a) a certain Mortgage Note dated January 20, 2017 in the amount of FIVE MILLION SEVEN HUNDRED FORTY THOUSAND AND NO/100THS DOLLARS (\$5,740,000.00) from Borrower to Lender (the "**Note**"), (b) a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated January 20, 2017 from Borrower to Lender and recorded on January 23, 2017 with the Recorder of Deeds of Cook County, Illinois as Document No. 1702319042 (the "**Mortgage**") encumbering the real property described on Exhibit A attached thereto and commonly known as 1522 West Hubbard Street/454 North Armour Street, Chicago, Illinois 60607 as more fully described in the Mortgage (collectively, the "**Property**"), and (c) other Loan Documents (as defined in the Loan Agreement); and

WHEREAS, Borrower and Lender desire to amend the Mortgage and the other Loan Documents to correct the description of the tax parcel identification numbers (the "**PINS**") of the property encumbered by the Mortgage in accordance with this Amendment;

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NOW THEREFORE, in consideration of the terms and conditions contained herein, Borrower and Lender agree to amend the Loan Agreement as follows:

Section 1. Definitions. Terms defined in this Amendment shall have their respective defined meanings when used in this Amendment and, except as otherwise expressly provided herein, terms defined in the Loan Agreement shall have their respective defined meanings when used in this Amendment. The term "Loan Documents" shall mean the Loan Agreement, the Note, the Mortgage and any of the other Loan Documents defined in the Loan Agreement, as amended, restated and modified from time to time, together with this Amendment and all other documents which now or hereafter evidence or secure the Loan.

Section 2. Revision of the PINS for the Real Estate. The PINS applicable to "Real Estate," as defined in Recital A of the Mortgage, are hereby revised to mean the PINS set forth on Exhibit A of this Amendment.

Section 3. References to Loan Agreement, Note and Other Loan Documents. From and after the Effective Date, each reference in the Loan Agreement, the Note and the other Loan Documents to "this Agreement," "hereof," or "hereunder" or words of like import, and all references to the Loan Agreement, the Note or any other Loan Document in any and all agreements, instruments, documents, notes, certificates and other writings of every kind and nature delivered in connection therewith shall be deemed to mean the Loan Agreement, the Note or any other Loan Document, as amended by this Amendment. Each of the Loan Agreement, the Note and the other Loan Documents shall be deemed amended to conform with the terms of this Amendment.

Section 4. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Illinois.

Section 5. Counterparts. This Amendment may be executed in any number of counterparts and each party hereto may execute any one or more of such counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment via facsimile shall be as effective as delivery of a manually executed counterpart of this Amendment.


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IN WITNESS WHEREOF, the parties hereby have caused this Amendment to be executed by their respective officers thereunder duly authorized as of the date and year first above written.

“LENDER”

**LAKE FOREST BANK & TRUST COMPANY,**  
an Illinois banking corporation

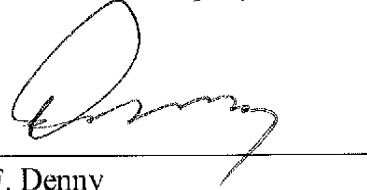
By:   
Name: BRAD BREMEN  
Its: EV

Lender's Address:

LAKE FOREST BANK & TRUST COMPANY  
727 North Bank Lane  
Lake Forest, IL 60045  
Attn: Brad Bremen

“BORROWER”

**PEPPERCORN ARMOUR, LLC,**  
an Illinois limited liability company

By:   
Name: Philip F. Denny  
Its: Manager/Member

Borrower's Address:

Peppercorn Armour, LLC  
c/o Peppercorn Capital LLC  
One North Wacker Drive, Suite 4125  
Chicago, Illinois 60606

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STATE OF ILLINOIS )  
COUNTY OF LAKE ) SS.

I, Angela R. Merrill Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Braun Bremen, the VP of LAKE FOREST BANK & TRUST COMPANY, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such \_\_\_\_\_ of said banking corporation, as his own free and voluntary act and as the free and voluntary act of the banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of March, 2018



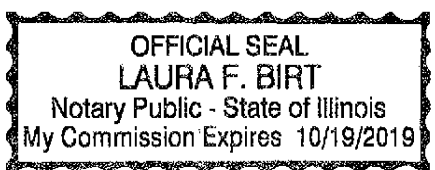
Angela R. Merrill  
NOTARY PUBLIC

My Commission Expires:  
12-18-19

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Laura Birt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Philip F. Denny, the Manager/Member of PEPPERCORN ARMOUR, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager/Member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such Manager/Member of said limited liability company, as his own free and voluntary act and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of March, 2018



Laura F. Birt  
NOTARY PUBLIC

My Commission Expires:  
10/19/19

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## EXHIBIT A

### Legal Description

TRACT 1:

PARCEL 1:

THE WEST 68 FEET OF LOTS 16 AND 17 (EXCEPT THOSE PARTS OF SAID LOTS CONVEYED TO CITY OF CHICAGO BY DOCUMENT NO. 10604807) IN WALLER'S SUBDIVISION OF BLOCK 16 IN BICKERDIKE'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 18 (EXCEPT THE WEST 17 FEET THEREOF) AND LOTS 19, 20 AND 21 IN WALLER'S SUBDIVISION OF BLOCK 16 IN BICKERDIKE'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL OF THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOT 18 (EXCEPT THE WEST 17 FEET THEREOF) AND NORTH OF AND ADJOINING LOTS 19 TO 32 INCLUSIVE IN WALLER'S SUBDIVISION OF BLOCK 16 IN BICKERDIKE'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EASTERLY 101 FEET OF LOTS 16 AND 17 AND THE WEST ½ OF THE ADJOINING VACATED ALLEY IN WILLIAM WALLER'S SUBDIVISION OF BLOCK 16 IN BICKERDIKE'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 33 AND 34 AND THE EAST ½ OF THE ADJOINING ALLEY IN WILLIAM WALLER'S SUBDIVISION OF BLOCK 16 IN BICKERDIKE'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF LOTS 16 AND 17 LYING WEST OF THE WEST LINE OF THE EAST 101 FEET OF SAID LOTS AND LYING EAST OF THE EAST LINE OF THE WEST 68 FEET IN WALLER'S SUBDIVISION OF BLOCK 16 IN BICKERDIKE'S ADDITION TO CHICAGO IN THE WEST ½ OF

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THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 22 TO 32 INCLUSIVE IN WALLER'S SUBDIVISION OF BLOCK 16 IN BICKERDIKE'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 17-08-130-014-0000, 17-08-130-015-0000, 17-08-130-016-0000,  
17-08-130-017-0000, 17-08-130-018-0000, 17-08-130-019-0000,  
17-08-130-020-0000, 17-08-130-021-0000, 17-08-130-022-0000,  
17-08-130-023-0000, 17-08-130-024-0000, 17-08-130-025-0000,  
17-08-130-026-0000, 17-08-130-027-0000, and 17-08-130-028-0000.

Address: 1522 West Hubbard Street/454 North Armour Street, Chicago, Illinois

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