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PREPARED BY:
Sharon Gibson
IN1-4002
7610 West Washington Street
Indianapolis, IN 46231-1335

WHEN RECORDED RETURN TO:

Dealer Commercial Services
IN1-4002
7610 West Washington Street
Indianapolis, IN 46231-1335



1816655220

loc# 1816655220 Fee \$44.00

HSP FEE:\$9.00 RPRF FEE: \$1.00

AREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/15/2018 03:43 PM PG: 1 OF 4

1/2011-01419-1-AE



Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of June 1, 2018, between EFN Lansing Property, LLC, an Illinois limited liability company, whose address is 17225 Torrence Avenue, Lansing, IL 60438 (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 March 1, 2011 and recorded on March 11, 2011 as Document No.1107049006, 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 Lansing, County of Cook County, State of Illinois:

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

Lots 1 to 13 and 19 through 32 inclusive, in Block 3, in Torrence Bernice Addition being a subdivision of the Southwest ¼ of the Northwest ¼ (except the East 16 Rods thereof and except the South 264 feet of the West 165 feet of the East 429 feet of the Southwest ¼ of the Northwest ¼, aforesaid, also excepting all that part, if any, within the South 16 rods of the West 10 rods of the East 26 rods of the north 80 rods) in Section 30, Township 36 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois;

Also

All of the North and South vacated alley between lots 1 to 18, both inclusive, and lots 19 to 32, both inclusive, in Block 3 in Torrence Bernice Addition, aforesaid;

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Also

All of vacated Glen Oak Avenue lying between Blocks 2 and 3 in Torrence Bernice Addition aforesaid;

Excepting from the land above described that part taken by Department of Transportation, State of Illinois described as follows:

The South 12.00 feet of Lot 19 also the South 12.00 feet of the North and South vacated alley lying West of and adjoining to said Lot 19 and North of 173rd Street, all in Block 3, and also the South 12.00 feet of vacated Glen Oak Avenue, lying East of and adjoining to said Lot 19 and North of 173rd Street in Torrence Bernice Addition, being a subdivision in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 36 North, range 15 East of the Third Principal Meridian, according to the plat thereof recorded March 13, 1926 as Document 9206165, in Cook County, Illinois, described as follows:

Beginning at the Southwest corner of the aforesaid vacated alley; thence on an assumed bearing of North 89 degrees 20 minutes 44 seconds East along the North line of 173rd Street, a distance of 201.59 feet to the Southeast corner of vacated Glen Oaks Avenue, as aforesaid; thence North 00 degrees 40 minutes 31 seconds West along the East line of vacated Glen Oak Avenue, 12.00 feet to the North line of the South 12.00 feet thereof; thence South 89 degrees 20 minutes 44 seconds West along said North line, 201.59 feet to the West line of vacated alley as aforesaid; thence South 00 degrees 41 minutes 02 seconds East along said West line, 12.00 feet to the point of beginning;

Also, exception from said Parcel above described, that part taken for widening of Torrence Avenue.

(the "Premises"),

Commonly known as 17225 Torrence Avenue, Lansing, Illinois 60438,
Tax Parcel Identification No. 30-30-108-034-0000.

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, in its entirety and by replacing it with the

The term "Liabilities" means all indebtedness, liabilities and obligations of every kind and character of each Borrower 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, 2018 in the original principal amount of One Million Six Hundred Thirty-One Thousand Seven Hundred Forty-Seven and 71/100 Dollars (\$1,631,747.71), executed and delivered by EFN Lansing Property, LLC to the Mortgagee; which Term Note (i) evidences a modification of indebtedness evidenced by that certain Term Note, dated March 1, 2011 in the original principal amount of Two Million Five Hundred Sixty Thousand and 00/100 Dollars (\$2,560,000.00), executed and delivered by EFN Lansing Property, LLC as previously amended, modified and/or replaced, and (ii) evidences no additional indebtedness; and
- (2) The performance of all of the promises and agreements contained in this Mortgage.

The maximum principal sum secured by this Mortgage shall not exceed Three Million Two Hundred Sixty-Three Thousand Four Hundred Ninety-Five and 42/100 Dollars (\$3,263,495.42) at any one time outstanding. This Mortgage shall not apply to any obligation or debt incurred for personal, household or family purposes unless the note or guaranty evidencing such personal, household or family debt expressly states that it is secured by this Mortgage.

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2. 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.

3. 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.

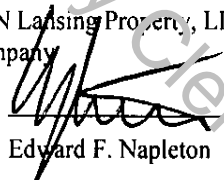
4. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws 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.

5. **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.

6. **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:

Efn Lansing Property, LLC, an Illinois limited liability company

By:  _____
Edward F. Napleton President

Mortgagee:

JPMorgan Chase Bank, N.A.

By:  _____
Brian J. Zandstra Executive Director

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ACKNOWLEDGMENT OF MORTGAGOR

State of IL)
County of DuPage) ss

I, L Nicoletti, a Notary Public in and for said County and State,
certify that Edward Napleton, a President of EFN Lansing Property, LLC,
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 Ed Napleton
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of June, 2018

My Commission expires: 4-10-19



Laura Nicoletti
Notary Public

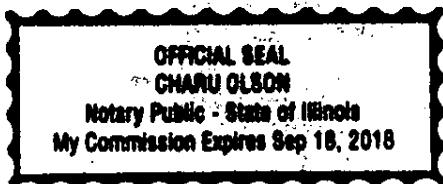
ACKNOWLEDGMENT OF MORTGAGEE

State of IL)
County of COOK) ss

I, Charu Olson, a Notary Public in and for said County and State,
certify that Brian J. Zandstra, a Executive Director of Chase Bank,
a(n) _____ and _____
a Corporation of said Corporation, personally known to me to be the persons
whose names are subscribed to the foregoing instrument as such Executive Director 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 Corporation
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of June, 2018

My Commission expires: Sep 18 - 2018



Charu Olson
Notary Public