

UNOFFICIAL COPY

Doc#: 1833913053 Fee: \$58.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/05/2018 10:37 AM Pg: 1 of 6

Space Above Line Reserved For Recorder's Use

1. **Title of Document:** FIRST AMENDMENT TO MORTGAGE
 2. **Date of Document:** November 30, 2018
 3. **Grantor(s):** JFMC Facilities Corporation, an Illinois not-for-profit corporation
 4. **Grantee(s):** PNC Bank, National Association
 5. **Statutory Mailing Address(es):**

Grantor:	JFMC Facilities Corporation 30 S. Wells Street Chicago, Illinois 60606
Grantee:	PNC Bank, National Association 2650 Warrenville Road Downers Grove, IL 60515
- With a copy to:
- One U.S. Bank Plaza
St. Louis, Missouri 63101
Attn: Debbie Rush
6. **Legal description:** See Exhibit A annexed to this document.
 7. **Reference(s) to Book(s) and Page(s):** Document No. 1322512000

UNOFFICIAL COPY

FIRST AMENDMENT TO MORTGAGE

This FIRST AMENDMENT TO MORTGAGE (this "Agreement") dated effective as of November 30, 2018, is made and entered into by and between **JFMC FACILITIES CORPORATION**, an Illinois not-for-profit corporation ("Borrower") whose address is 30 S. Wells Street, Chicago, Illinois 60606, and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, whose address is 2650 Warrenville Road, Downers Grove, IL 60515 ("Bank"). This Agreement is based upon the following recitals which are made a material part of this Agreement:

A. Pursuant to the terms and conditions of a certain Letter Agreement – Term Loan (the "Loan Agreement") dated as of August 1, 2013 and between Borrower and Bank, Bank agreed to lend to Borrower up to \$1,829,000.00 (the "Loan"). Capitalized terms not otherwise defined herein shall have the same meaning as in the Mortgage, as hereinafter defined, and in the Loan Agreement.

B. To further evidence the indebtedness of Borrower to Bank pursuant to the Loan Agreement, Borrower executed and delivered to Bank that certain Promissory Note, dated as of August 1, 2013 and made payable to the order of Bank in the original principal amount of \$1,829,000.00 (the "Note").

C. The obligations of Borrower to Bank pursuant to the Loan Agreement and the Note are further evidenced, secured and guaranteed by the following (collectively, the "Loan Documents"): (1) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") granted by Borrower for the benefit of Bank dated as of August 1, 2013 and recorded beginning at Document No. 1322512000 of the Office of the Recorder of Deeds for Cook County, Illinois, encumbering, among other things, the real property described on **Exhibit A** attached hereto and made a part hereof (the "Property", the "Mortgaged Property" or the "Premises"); (2) certain UCC financing statements; (3) that certain Guaranty Agreement (the "Guaranty"), dated as of August 1, 2013, and executed and delivered by Jewish Federation of Metropolitan Chicago, an Illinois not-for-profit corporation, to and for the benefit of Bank.

D. Borrower has requested that Bank agree to modify the Loan Documents as provided herein; and Bank is willing to do so provided that Borrower execute and deliver this Agreement, and cause to be executed and delivered such other documents as Bank may reasonably request to be executed and delivered in advance of Bank's execution of this Agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Bank hereby agree as follows, notwithstanding anything to the contrary contained in the Loan Documents:

1. Affirmation of Recitals. The recitals are true and correct and incorporated herein by this reference.

2. Amendment to Mortgage. The Mortgage is hereby amended in the following respects:

2.1 Subparagraph (e), on pages 3 and 4 of the Mortgage is hereby deleted in its entirety.

3. Other Provisions of Loan Documents. Except as herein modified, the Note and the other Loan Documents shall remain in full force and effect, and all of the terms and provisions of the

UNOFFICIAL COPY

Loan Documents, as herein modified, are hereby ratified and reaffirmed in all respects. All of the Property shall remain subject to the lien, charge and encumbrance of the Mortgage and the other Loan Documents, and nothing herein contained and nothing done pursuant hereto, shall affect the lien or encumbrance of the Mortgage or the other Loan Documents, or the priority thereof in relation to other liens or encumbrances affecting the Property, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents, as herein modified.

4. Miscellaneous. This Agreement shall be binding upon Borrower, Bank, and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of such counterparts, taken together, shall constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement. If any provision of this Agreement shall be unlawful, then such provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect and be binding on the parties. This Agreement and the Loan Documents referenced herein contain all of the agreements of the parties relative to the subject matter of this Agreement. Any prior agreements or commitments of Bank, whether oral or written, relating to the subject matter of this Agreement not expressly set forth herein or in the exhibits hereto (if any) are null and void and superseded in their entirety by the provisions hereof. This Agreement shall be binding upon the execution and delivery of this Agreement by the last party to sign.

[See attached signature pages.]

UNOFFICIAL COPY

SIGNATURE PAGE FOR FIRST AMENDMENT TO MORTGAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

“Borrower”

JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation

By: [Signature]

Printed Name: BOBZ BAUMANN

Title: CEO & ASSISTANT SECRETARY

By: [Signature]

Printed Name: JAMES PINKSTON

Title: ASSISTANT SECRETARY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 27 day of November, 2018 before me, a Notary Public in and for said state, personally appeared BOBZ BAUMANN, the CEO & ASST. SECY of JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation, known to be the person who executed the within First Amendment to Mortgage on behalf of said not-for-profit corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: 5/14/20

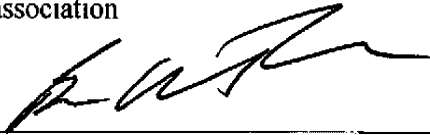


UNOFFICIAL COPY

SIGNATURE PAGE FOR FIRST AMENDMENT TO MORTGAGE

“Bank”

PNC BANK, NATIONAL ASSOCIATION, a national banking association


By: 

Printed Name: Barbara A. Fahnstrom
Title: S.V.P.

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

On this 30th day of November in the year 2018, before me appeared Barbara Fahnstrom to me personally known, who, being by me duly sworn, did say that she is the S.V.P. of PNC BANK, NATIONAL ASSOCIATION, a national banking association and that said instrument was signed on behalf of said company, and said Barbara Fahnstrom acknowledged said instrument to be the free act and deed of said trust company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in the County and State aforesaid, the day and year first above written.



Notary Public

My commission expires : 7/20/22



UNOFFICIAL COPY

EXHIBIT A

Legal Description

Lot 24 and the North 15 feet of Lot 23 N Gray and Gaylords Subdivision of Block 71 and the West ½ Block 62 in Hopkins Addition to Hyde Park a Subdivision of the Northwest ½ of the Northeast ¼ of Section 14, Township 38 North, Range 14 lying East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel Number: 20-14-214-004-0000

Common Address: 5715 South Woodlawn Avenue
Chicago, Illinois 60637