

# UNOFFICIAL COPY



Doc# 1904613024 Fee \$48.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/15/2019 01:15 PM PG: 1 OF 6

Above space for Recorder's use

\*\*\*\*\*

PREPARED BY AND )  
AFTER RECORDING )

Continuum Capital Funding LLC  
Attn: Brian Lignelli  
216 W. Ohio 5<sup>th</sup> Floor  
Chicago, IL 60654

MAIL THIS INSTRUMENT TO: )

\*\*\*\*\*

## FOURTH AMENDMENT TO MORTGAGE

THIS FOURTH AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective December 21, 2018 by **TONY BAHARY** an individual ("Mortgagor"), and shall amend that certain REVOLVING LINE OF CREDIT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING, dated as of **July 19, 2012**, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 23, 2012, as Document No. 1220539014, as amended by that **FIRST AMENDMENT TO MORTGAGE** dated December 5, 2104 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 5, 2014, as Document No. 1433919174, as further amended by that **SECOND AMENDMENT TO MORTGAGE** dated April 6, 2016 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 6, 2016, as Document No. 1609715059, as further amended by that **THIRD AMENDMENT TO MORTGAGE** dated June 29, 2017 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 29, 2017, as Document No. 1718034109 (as amended to date, the "Mortgage"), made by Mortgagor to CONTINUUM CAPITAL FUNDING, LLC, a limited liability company duly organized and existing under the laws of the State of Illinois (which mortgage has since been assigned to CONTINUUM CAPITAL FUNDING II, LLC) ("Lender"), said Mortgage, granting a security interest to Lender in certain real estate legally described in Exhibit A attached to the Mortgage, and, said Mortgage securing that certain **THIRD 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 **Six Hundred Fifty Thousand and no/100 Dollars (\$650,000.00)** as amended by that certain Forbearance and Loan Modification Agreement, increasing the loan amount to **SEVEN HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TWENTY EIGHT and 87/100 DOLLARS (\$775,228.87)** ("Loan Amount") (the Mortgage, the Note, together with all other loan documents

# UNOFFICIAL COPY

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.

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

- a. Pursuant to and following the Forbearance and Loan Modification Agreement, the Loan Amount shall be **SEVEN HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TWENTY EIGHT and 87/100 DOLLARS (\$775,228.87)** (and shall increase per the terms of the Forbearance and Loan Modification Agreement), and the Note is hereby amended pursuant to the terms of the Forbearance and Loan Modification Agreement, such that, among other things, the aggregate principal amount evidenced by the Note shall equal **SEVEN HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TWENTY EIGHT and 87/100 DOLLARS (\$775,228.87)** (and shall increase per the terms of the Forbearance and Loan Modification Agreement). The interest rate under the Forbearance and Loan Modification Agreement is 7% and the Termination Date under the Forbearance and Loan Modification Agreement is **July 31, 2019**.
- b. The Mortgage is hereby amended pursuant to the terms hereof, and the Forbearance and Loan Modification Agreement, such that, the Mortgage shall secure, among other things, the increased principal amount set forth in paragraph 2(a) of this Amendment.
- c. All references to "Mortgagee" and "Lender" in the Mortgage shall be revised to reflect "CONTINUUM CAPITAL FUNDING II, LLC."
- d. 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.
- e. This Amendment shall constitute a "Loan Document" under the terms of and as defined in each of the Loan Documents.

**3. 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.

**4. 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,

# UNOFFICIAL COPY

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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

[SIGNATURE PAGE FOLLOWS]

# UNOFFICIAL COPY

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

**MORTGAGOR.**

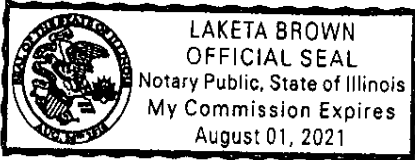
By: [Signature]  
Tony Bahary, an individual

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, Laketa Brown, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tony Bahary, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purpose therein set forth.

GIVEN, under my hand and Notarial Seal this 15<sup>th</sup> day of February, 2019.

(SEAL)



[Signature]  
Notary Public in and for the State of Illinois  
My commission expires: 8/1/2021

# UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION  
(SEE ATTACHED)

**COOK COUNTY  
RECORDER OF DEEDS**

STREET ADDRESS: 3610 W. NORTH AVENUE  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 13-35-328-036-0000

**LEGAL DESCRIPTION:**

LOT 21 IN CURRIER'S NORTH AVENUE AND CENTRAL PARK AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**COOK COUNTY  
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

(SEE ATTACHED)

Commonly known as: 3610 West North Avenue Chicago, Illinois 60651  
PIN: 13-35-328-036-0000

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS