

# UNOFFICIAL COPY

**PREPARED BY:**

Jennifer Compton  
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



Doc# 1916113079 Fee \$88.00

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

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/10/2019 10:37 AM PG: 1 OF 5

Property of Cook County Clerk's Office



## Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of May 14, 2019, between The Orloff Family Limited Partnership, whose address is 1924 N. Paulina Street, Chicago, IL 60622 (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 April 15, 2004 and recorded on April 20, 2004 as Document No.0411131080, 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 Chicago, County of Cook, State of Illinois:

Lots 60 to 69, inclusive and Lots 87 to 96, inclusive (except that part of Lots 92 to 96, lying Northeast of a line intersecting the North line of Lot 96, 90 feet from the Northeast corner of Lot 96, and intersecting the East line of Lot 92, 115 feet from the Northeast corner of Lot 96), and the vacated North and South alley adjoining said Lots, all in Block 29 in the subdivision of Blocks 17, 18, 20, 21 (except Lots 1, 6 and 12 in said Block 21, 23, 28, 29, 30, 31 and 32) (except lots 1, 2, 3, 6 and 7), 33, 38, 40 and 41 of Sheffield's Addition to Chicago, in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(the "Premises"),

Commonly known as 1924 N. Paulina Street, Chicago, Illinois 60622,  
Tax Parcel Identification No. 14-31-405-007-0000 and 14-31-405-009-0000.

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Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

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 following.

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, 2017 in the original principal amount of One Million Eight Hundred Twenty-Four Thousand Two Hundred Sixty-Four and 65/100 Dollars (\$1,824,264.65), executed and delivered by Bucktown Properties, Inc. to the Mortgagee; which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated May 29, 2012 in the original principal amount of Three Million Ninety Thousand Five Hundred Seventy-Three and 98/100 Dollars (\$3,090,573.98), executed and delivered by Bucktown Properties, Inc. to the Mortgagee; which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated June 23, 2009 in the original principal amount of Three Million Eight Hundred Twenty-Four Thousand Three Hundred Ninety-Nine and 20/100 Dollars (\$3,824,399.20), executed and delivered by Bucktown Properties, Inc. to the Mortgagee; which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated April 15, 2004 in the original principal amount of Four Million Six Hundred Seventy Thousand and 00/100 Dollars (\$4,670,000.00), executed and delivered by Bucktown Properties, Inc. to the Mortgagee; and
- (2) That certain Term Note dated June 1, 2017 in the original principal amount of Six Hundred Twenty-Nine Thousand Three Hundred Twenty-Four and 76/100 Dollars (\$627,324.76), executed and delivered by Howard Orloff Imports, Inc. to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated January 31, 2017 in the original principal amount of Six Hundred Forty-One Thousand Eight Hundred Twenty-Seven and 89/100 Dollars (\$641,827.89), executed and delivered by Howard Orloff Imports, Inc. to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated December 10, 2014 in the original principal amount of Seven Hundred Fifty Thousand One Hundred Eighty-Eight and 35/100 Dollars (\$750,188.35), executed and delivered by Howard Orloff Imports, Inc. to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Line of Credit Note, dated April 11, 2014 in the original principal amount of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00), executed and delivered by Howard Orloff Imports, Inc. and Bucktown Properties, Inc. to the Mortgagee; and
- (3) That certain Term Note dated June 1, 2017 in the original principal amount of Four Hundred Eighty-Six Thousand One Hundred Twelve and 66/100 Dollars (\$486,112.66), executed and delivered by The Orloff Family Limited Partnership to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated May 29, 2012 in the original principal amount of Eight Hundred Twenty-Five Thousand Three Hundred Sixty-Two and 66/100 Dollars (\$825,362.66), executed and delivered by The Orloff Family Limited Partnership to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated June 23, 2009 in the original principal amount of One Million Twenty Thousand Eight Hundred Sixty-Two and 66/100 Dollars (\$1,020,862.66), executed and delivered by The Orloff Family Limited Partnership to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated April 15, 2004 in the original principal amount of One Million Three Hundred Eighty Thousand and 00/100 Dollars (\$1,380,000.00), executed and delivered by The Orloff Family Limited Partnership to the Mortgagee; and

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- (4) That certain Term Note dated January 7, 2019 in the original principal amount of Two Million Seventy-Five Thousand and 00/100 Dollars (\$2,075,000.00), executed and delivered by The Orloff Family Limited Partnership to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Line of Credit Note dated August 6, 2018 in the original principal amount of One Million and 00/100 Dollars (\$1,000,000.00), executed and delivered by The Orloff Family Limited Partnership to the Mortgagee, and
- (5) That certain Term Note dated January 7, 2019 in the original principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), executed and delivered by The Orloff Family Limited Partnership to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Line of Credit Note dated August 6, 2018 in the original principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), executed and delivered by The Orloff Family Limited Partnership to the Mortgagee, and
- (6) That certain Construction Loan Note dated May 14, 2019 in the original principal amount of Ten Million and 00/100 Dollars (\$10,000,000.00), executed and delivered by Bucktown Properties, Inc. to the Mortgagee; and
- (7) The performance of all of the promises and agreements contained in this Mortgage.
2. The maximum principal sum of the Liabilities shall not exceed Thirty-One Million Five Hundred Twenty-Nine Thousand Four Hundred and Four and 14/100 Dollars (\$31,529,404.14).
3. 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.
4. 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.
5. **Governing Law and Venue.** This Amendment and (unless stated otherwise therein) all Related Documents 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.
6. **WAIVER OF SPECIAL DAMAGES.** WITH RESPECT TO THIS AGREEMENT AND ALL RELATED DOCUMENTS, 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.


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7. **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:**

The Orloff Family Limited Partnership

By:   
David Orloff, Controller

**Mortgagee:**

JPMorgan Chase Bank, N.A.

By:   
Norma Barhoumeh, Vice President

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## ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois )  
County of Cook ) ss

I, Maria Liston, a Notary Public in and for said County and State,  
certify that David Orloff, a Controller of Orloff Family  
Limited Partnership 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 \_\_\_\_\_  
\_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of May, 20 19



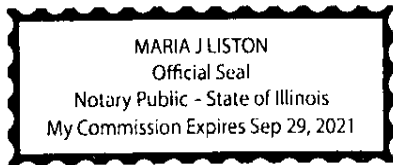
My Commission expires: 9-29-21  
Maria Liston  
Notary Public

## ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois )  
County of Cook ) ss

I, Maria Liston, a Notary Public in and for said County and State,  
certify that Norma Barhamer, a Vice President of JP Morgan  
Chase Bank 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 \_\_\_\_\_  
\_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of May, 20 19



My Commission expires: 9-29-21  
Maria Liston  
Notary Public