

UNOFFICIAL COPY



Doc# 1924916189 Fee \$88.00  
RHSP FEE:\$9.00 RPRF FEE: \$1.00  
EDWARD M. MOODY  
COOK COUNTY RECORDER OF DEEDS  
DATE: 09/06/2019 01:12 PM PG: 1 OF 6

Property of Cook County

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  
MAIL THIS INSTRUMENT TO: ) Chicago, IL 60654

\*\*\*\*\*

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective September 6, 2019 by CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE FOR TRUST AGREEMENT DATED MARCH 18, 2010, KNOWN AS TRUST NUMBER 8002354698 ("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 **February 2, 2018**, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on **February 6, 2018**, as Document No. **180319007**, (as amended to date, the "Mortgage"), made by Mortgagor to CONTINUUM CAPITAL FUNDING III, 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 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 **NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$900,000.00)** ("Loan Amount") (the Mortgage, the Note, together with all other loan documents related to, evidencing and/or securing the Loan, are collectively referred to herein as the "Loan Documents").

S Y  
P 6  
S 1  
M 1  
SC Y  
E 1  
INT 00

1. **Definitions.** The definitions set forth herein shall be as set forth in the Mortgage and/or Loan Documents.

# UNOFFICIAL COPY

2. **Amendment to Mortgage.** The Mortgage is hereby amended as follows:
- a. Pursuant to and following the execution as of the date hereof, of a Forbearance and Loan Modification Agreement, the Loan Amount shall be **NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$900,000.00)**, 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 **NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$900,000.00)**. The Termination Date under the Forbearance and Loan Modification Agreement is **February 28, 2021**.
  - 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. Paragraph 8.15 of the Mortgage is deleted and replaced with the following:
 

“Revolving Credit Arrangement. The parties acknowledge and agree that the Note and accompanying loan represents a revolving line of credit and the principal amount outstanding under the Note may increase or decrease from time to time as Borrower draws and repays loan funds thereunder. Subject to the terms and conditions of the Note and the Loan Documents, Lender shall advance funds to Borrower such that Borrower may borrow, partially or wholly repay, and reborrow, on a revolving basis, up to the maximum aggregate amount set forth in the Note (and the total Indebtedness secured hereby shall not exceed the maximum aggregate amount set forth in the Note (the maximum aggregate amount set forth in the Note being set forth in paragraph 2(a) of this Amendment to Mortgage). Borrower agrees and acknowledges that the Note and loan shall be a revolving credit arrangement pursuant to 735 ILCS 5/15-1302(b)(3). Borrower agrees that this Mortgage secures monies advanced or applied in accordance with a revolving credit arrangement, and that the exception set forth by 735 ILCS 5/15-1302(b)(3) shall apply to this Mortgage, the Note and the Loan Documents.”
  - 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

# UNOFFICIAL COPY

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, 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.

# UNOFFICIAL COPY

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]

Property of Cook County Clerk's Office


# 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:**

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE FOR TRUST AGREEMENT DATED MARCH 18, 2010, KNOWN AS TRUST NUMBER 8002354698

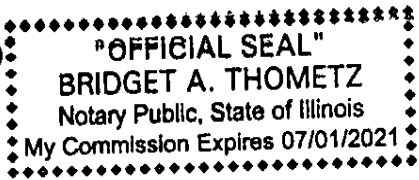
By: *Kellia*  
 Name: KELLIA WYZYKOWSKI  
 Title: VICE PRESIDENT



STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I, the undersigned, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KELLIA WYZYKOWSKI, 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 6<sup>th</sup> day of September, 2019.

(SEAL) 

*Bridget A. Thometz*  
 Notary Public in and for the State of Illinois

My commission expires:

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 19 AND 22 IN RAYMOND'S SUBDIVISION OF THE WEST HALF OF BLOCK 6 IN COCHRAN AND OTHER'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 935-937 N. Damen Ave., Chicago, IL 60622  
PIN: 17-06-421-009-0000

Property of Cook County Clerk's Office