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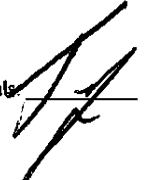
Doc#: 192555308 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/12/2019 11:12 AM Pg: 1 of 5

Above space for Recorder's use

PREPARED BY AND)	
AFTER RECORDING)	Continuum Capital Funding LLC
)	Attn: Brian Lignelli
)	216 W. Ohio 5 th Floor
MAIL THIS INSTRUMENT TO:)	Chicago, IL 60654

FIFTH AMENDMENT TO MORTGAGE

THIS FIFTH AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective August 23, 2019 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, 2014 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 further amended by that FOURTH AMENDMENT TO MORTGAGE dated February 15, 2019 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 15, 2019, as Document No. 1904613024 (as amended to date, the "Mortgage"), made by Mortgagor to CONTINUUM CAPITAL FUNDING II, LLC, a limited liability company duly organized and existing under the laws of the State of Illinois ("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 (assigned to Lender) (amended by that certain Forbearance and Loan Modification Agreement (as amended from time to time and to date, collectively, the "Note"),



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in the amount of **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 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. Paragraph 1.1(h) of the Mortgage is hereby deleted in its entirety and replaced with the following:

"Land: Collectively, the real estate described in Exhibit A attached hereto and commonly known as **3610 West North Avenue Chicago, Illinois 60651 and 3600 West North Avenue Chicago, Illinois 60651** "

a. Exhibit "A" attached to the Mortgage is hereby amended by adding the real estate set forth as Parcel 2 on Exhibit "A" attached hereto (or 3600 West North Avenue Chicago, Illinois 60651).

b. Pursuant to this Amendment Borrower is **hereby granting a mortgage lien to Lender to the Property commonly known as 3600 West North Avenue Chicago, Illinois 60651** (as further described as Parcel 2 on Exhibit A hereto). This grant of mortgage lien is in addition to the lien granted as set forth in the Mortgage. As such, with this Amendment Borrower has granted a mortgage lien on the properties set forth in paragraph 2(a) of this Amendment, and Exhibit A hereto, with all the terms of the Mortgage applicable thereto.

b. 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.

c. 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

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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 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.

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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.

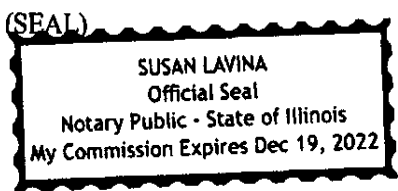
MORTGAGOR:

By: [Signature]
Tony Bahary, an individual

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Susan Lavina, 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 23 day of August, 2019.



[Signature]
Notary Public in and for the State of Illinois

My commission expires: 12/19/22

Mortgagor Initials: [Signature]

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

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

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

Parcel 2:

THAT PART OF LOTS 17 AND 18 IN CURRIER'S NORTH AVENUE AND CENTRAL PARK AVENUE SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1897 AS DOCUMENT NO. 2606870, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 18; THENCE ON AN ASSUMED BEARING OF EAST ALONG THE NORTH LINE OF SAID LOTS 17 AND 18, A DISTANCE OF 40.42 FEET TO A POINT; THENCE SOUTH 9 DEGREES 17 MINUTES 17 SECONDS WEST 126.96 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 18; THENCE WEST 19.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 125.30 FEET TO THE POINT OF BEGINNING.

Commonly known as: 3600 WEST NORTH AVENUE, CHICAGO, IL 60651
PIN: 13-35-328-046-0000
13-35-328-047-0000

