

12
UNOFFICIAL COPY



Doc# 1927606099 Fee \$88.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/03/2019 01:12 PM PG: 1 OF 7

324 CT. 1901580155 RD



WHEN RECORDED MAIL TO:

Goldman Sachs Bank USA
a New York chartered bank
c/o Genesis Capital, LLC
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403
ATTN: LENDING DEPARTMENT

APN: 15-12-432-020-0000

FOR RECORDER'S USE ONLY

Loan No.: G19099771

**ADDENDUM TO CONSTRUCTION MORTGAGE
AND ASSIGNMENT OF RENTS**

This Addendum to Construction Mortgage and Assignment of Rents (this "Addendum") dated as of September 26, 2019 (the "Effective Date"), is by and between Goldman Sachs Bank USA, a New York chartered bank ("Lender"), and APEX NATIONAL REAL ESTATE LLC, an Illinois limited liability company ("Grantor"),

RECITALS

A. Lender and Borrower are, respectively, entering into the following instruments, each dated September 26, 2019, as the same may be amended, supplemented, renewed, extended, or modified from time to time (collectively, the "Transaction Documents") in connection with that certain loan evidenced by the certain Promissory Note made by Borrower payable to the order of Lender in the original principal amount of \$254,159.00 (the "Loan");

1. Construction Mortgage made by Grantor in favor of Lender (the "Mortgage");
2. Assignment of Rents made by Grantor in favor of Lender (the "Assignment");
3. Any and all other instruments, agreements and/or documents between Lender, Borrower and/or Guarantor executed or delivered in connection with or pursuant to any of the foregoing instruments.

B. The Transaction Documents contain standard boilerplate integration provisions that provide that such documents represent the entire, complete and integrated understanding between Lender and Borrower, as applicable, pertaining to the terms and subject matter of those documents (such provisions, hereinafter collectively referred to as the "Integration Clauses").

S Y
P 7
S 1
M
SC Y
E
INT

UNOFFICIAL COPY

C. Notwithstanding the Integration Clauses, and anything to the contrary contained in any of the Transaction Documents, the parties are entering into this Addendum in order to evidence their mutual agreement to certain changes to the Transaction Documents.

NOW, THEREFORE, in consideration of the foregoing and the terms of this Addendum, and in lieu of inserting separate addendums to each of the Transaction Documents, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Notwithstanding the Integration Clauses, and anything to the contrary contained in any of the Transaction Documents:

A. The Mortgage is revised as follows:

i. In the paragraph titled Due on Sale or Encumbrance – Consent by Lender, Lender shall not object to any transfers of interests in Grantor between the members of Grantor or persons comprising a member of Grantor, or to immediate family members of the members of Grantor for estate planning purposes (immediate family members meaning spouses, children, and/or grandchildren of said individuals), provided any or all of Guarantor or an entity controlled by any or all of Guarantor remains the manager of Grantor.

ii. The paragraph titled Compliance with Laws is replaced in its entirety with the following: “Grantor warrants that, to the best of its knowledge, the Property and Grantor’s use of the Property materially complies with all existing applicable laws, ordinances, and regulations of governmental authorities.”

B. The Assignment is revised as follows:

i. In the paragraph titled Lender’s Right to Receive and Collect Rents, Lender will not exercise this right until the existence of an Event of Default.

ii. The paragraph titled Defective Collateralization is deleted in its entirety.

2. All capitalized terms not otherwise defined in this Addendum, have the meanings ascribed to them in the Transaction Documents.

3. Each of the parties hereto agrees to execute and deliver such other agreements, instruments, and documents as are reasonably required to more fully carry out the intent of this Addendum.

4. This Addendum shall be binding upon and be for the benefit of the parties hereto and their successors and assigns and heirs and legal beneficiaries, as applicable.

5. This Addendum may not be amended or modified unless pursuant to a writing signed by each of the parties hereto.

6. This Addendum may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same document.

7. A facsimile copy, pdf. or other electronically transmitted copy of a signature hereto by a party hereto shall be deemed to be as legally effective as an original signature.

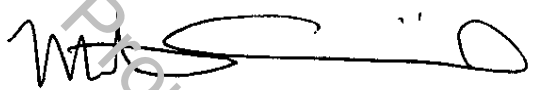
8. THIS ADDENDUM SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Addendum as of the Effective Date.

GRANTOR:

APEX NATIONAL REAL ESTATE LLC,
an Illinois limited liability company

By: 
Matthew Arminio, Authorized Signer

LENDER:

GOLDMAN SACHS BANK USA,
a New York chartered bank

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Addendum as of the Effective Date.

GRANTOR:

APEX NATIONAL REAL ESTATE LLC,
an Illinois limited liability company

By: _____
Matthew Armino, Authorized Signer

LENDER:

GOLDMAN SACHS BANK USA,
a New York chartered bank

By: _____
Name: Yvonne Gruenberg
Title: Authorized Signatory

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Limited Liability Company ACKNOWLEDGMENT

STATE OF ILLINOIS)

)
SS

COUNTY OF COOK)

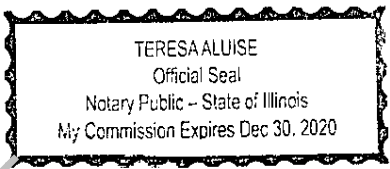
On this 26 day of September, 2019 before me, the undersigned Notary Public, personally appeared **Matthew Arminio, Authorized signer of APEX NATIONAL REAL ESTATE LLC, an Illinois limited liability company**, and known to me to be an Authorized Signer or designated agent of the Limited Liability Company that executed the Addendum and acknowledged the Addendum to be the free and voluntary act and deed of the Limited Liability Company, by authority of statute, its articles of organization or its operating agreement for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Addendum and in fact executed the Addendum on behalf of the Limited Liability Company.

By *Matthew Arminio*

Residing at Chicago title

Notary Public in and for the State of ILLINOIS

My commission expires 12/30/20



UNOFFICIAL COPY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

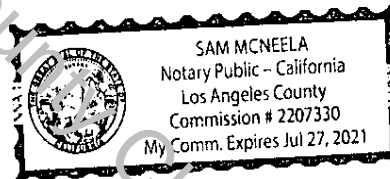
State of California
County of Los Angeles

On September 25, 2019 before me, SAM McNEELA
(insert name and title of the officer)

personally appeared Yvonne Givenberg
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

See Attached.

PIN: 15-12-432-020-0000

Property Address: 7431 Warren Street, Forest Park, IL 60130

LOT 30 AND THE WEST HALF OF LOT 31 IN GEORGE W. MCLESTER'S MADISON STREET SUBDIVISION OF BLOCK 36 IN RAILROAD ADDITION TO HARLEM IN SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office