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THIS DOCUMENT PREPARED BY AND
AFTER RECORDED RETURN TO:

Quarles & Brady LLP
300 North LaSalle Street, Suite 4000
Chicago, Illinois 60654
Attention: Travis J. Eliason, Esq.

Property Address:
2610 Chicago Road
Chicago Heights, Illinois 60411

Parcel ID:
32-29-401-022-0000



2000816127

Doc# 2000816127 Fee \$88.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/08/2020 03:58 PM PG: 1 OF 7

MODIFICATION OF MORTGAGE

This MODIFICATION OF MORTGAGE (this "**Modification**") is made and entered into as of December 30, 2019 (the "**Effective Date**"), by and between AH & Group Inc., an Indiana corporation (the "**Mortgagor**"), and U.S. VENTURE, INC. d/b/a U.S. Oil Co., a Wisconsin corporation (the "**Lender**").

WITNESSETH

WHEREAS, Save More Company, an Illinois corporation ("**Borrower**"), and Lender entered into a certain loan arrangement (the "**Loan**") represented in part by those two certain Promissory Notes executed by Borrower in favor of Lender, each dated September 18, 2017, each in the original principal amount of \$75,000.00, and together in the aggregate original principal amount of \$150,000.00 (collectively, and as amended or modified from time to time, the "**Original Notes**").

WHEREAS, Borrower, Mortgagor, and the other obligor party thereto, and Lender have entered into that certain Loan Modification Agreement (the "**Modification Agreement**") dated as of the date hereof, pursuant to which the Lender has agreed to modify the Loan as set forth pursuant to the terms of the Modification Agreement.

WHEREAS, as a condition to the Modification Agreement, Borrower and Lender have agreed to amend the terms of the Loan, as evidenced by that certain Amended and Restated Promissory Note dated as of even date herewith made by Borrower, Mortgagor, and the other obligor party thereto, payable to the order of Lender, and in the original principal amount of Three Hundred Ninety-Two Thousand and 00/100 Dollars (\$392,000.00) (the "**Note**").

WHEREAS, the Loan is secured by, without limitation, that certain Mortgage from and executed by Mortgagor in favor of Lender, dated September 18, 2017, and recorded in the Office of the Cook County Recorder of Deeds on October 3, 2017, as Document Number 1727657027

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S 1
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SC Y
E 1
INT JA

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(the “**Mortgage**”), encumbering certain real property in Cook County, Illinois as more particularly described on **Exhibit A** attached to and made a part hereof (the “**Property**”).

WHEREAS, as part of the consideration for amending the Loan, Mortgagor has agreed to amend certain of the terms of the Mortgage as herein described.

NOW, THEREFORE, for and in consideration of the recitals set forth and made a part hereof, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Note.
2. Modification. The Mortgage is hereby modified as follows:
 - a. Notwithstanding any other provision in the Mortgage, the term “**indebtedness**” means together and individually the Note, the Mortgage and any promissory note, loan agreement, security or pledge agreement, assignment, financing statement lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker’s acceptance, and any other agreement, document or instrument previously) concurrently or hereinafter executed or delivered by any party to or in favor of Bank evidencing, creating, securing, guarantying or otherwise related to any of the Obligations or the Property whether or not specifically enumerated herein.
 - b. Notwithstanding any other provision in the Mortgage, the maximum amount of principal secured by the Mortgage shall be Three Hundred Ninety-Two Thousand and 00/100 Dollars (\$392,000.00).
 - c. The phrase “and the Permitted Liens identified on Exhibit B hereto” is stricken and the phrase preceding it is concluded with “if any.”
 - d. The following sentence on page 2 of the Mortgage is stricken in its entirety: “Unless otherwise provided in the Agreement secured by this Mortgage, prior to any acceleration (other than under the last paragraph of this Mortgage), Mortgagee shall mail notice to Mortgagor and Debtor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than fifteen (15) days from the date the notice is mailed to Mortgagor and Debtor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.”
 - e. All references in the Mortgage to the “Mortgage” shall mean the Mortgage as modified by this Modification.

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- f. The following sentence on page 1 of the Mortgage is hereby stricken: “The maturity date of the obligations of Mortgagor under the Agreement is March 28, 2028.” That sentence is replaced with the following: “The maturity date of the obligations of Mortgagor under the Note is June 15, 2022.”
- g. The following paragraph is hereby added to the end of the Mortgage, preceding the Mortgagor’s signature: **“Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THE OF THE REAL ESTATE SECURITY AGREEMENT AND/OR THIS MODIFICATION, ANY AND ALL RIGHTS OF REDEMPTION ON CUSTOMER’S BEHALF AND ON BEHALF OF ANY OTHER PERSON PERMITTED TO REDEEM THE PROPERTY.”**

3. Waiver of Claims. Mortgagor acknowledges, confirms and agrees that Mortgagor has no offsets, defenses, claims or counterclaims against Lender with respect to any of Mortgagor’s liabilities and obligations to Lender under the Loan Documents, and to the extent that Mortgagor has any such claims under the Loan Documents, Mortgagor affirmatively WAIVES and RENOUNCES such claims as of the date hereof.

4. Ratification. Mortgagor hereby ratifies, confirms and reaffirms all covenants, warranties and representations set forth in the Mortgage and the other Loan Documents to which it is a party. Except as modified hereby, all terms and conditions of the Mortgage shall remain in full force and effect and are hereby ratified and confirmed.

5. Conditions to Effectiveness. This Modification shall not be effective until each of all parties shall have executed and delivered this Modification.

6. Miscellaneous.

a. This Modification may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

b. This Modification expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

c. Any determination that any provision of this Modification or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Modification.

d. Mortgagor warrants and represents that Mortgagor has consulted with

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independent legal counsel of its selection in connection with this Modification and is not relying on any representations or warranties of Lender or its counsel in entering into this Modification.

[Remainder of Page Intentionally Left Blank]

[Signature Pages to Follow]

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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MORTGAGOR SIGNATURE PAGE TO MODIFICATION OF MORTGAGE

MORTGAGOR:

**AH & Group Inc.,
an Indiana corporation**

By: ALI HAMDAN *Handwritten Signature*

Printed Name: ALI HAMDAN

Title: Agent/President

Date: 12-30-19

MORTGAGOR ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public, in and for said County and State, personally appeared Ali Hamdan, known to me to be the President of **AH & Group Inc., an Indiana corporation**, and acknowledged the execution of the foregoing Modification of Mortgage for and on behalf of said corporation.

Given under my hand and official seal, this 30 day of December, 2019.

Stella L Love
Notary Public

My Commission expires: May 4, 2023



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LEGAL DESCRIPTION

Legal Description:

THE EAST 123.13 FEET AS MEASURED ON THE SOUTH LINE OF THAT PART OF THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF CHICAGO AND VINCENNES ROAD WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 29 RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION 29 A DISTANCE OF 301.63 FEET; THENCE IN A SOUTHERLY DIRECTION AT RIGHT ANGLES TO THE EAST AND WEST CENTER LINE OF SAID SECTION 29, A DISTANCE OF 283.36 FEET; THENCE IN AN EASTERLY DIRECTION ALONG A LINE PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 29, A DISTANCE OF 327.11 FEET TO A POINT IN THE CENTER LINE OF THE CHICAGO AND VINCENNES ROAD; THENCE IN A NORTH WESTERLY DIRECTION ALONG THE CENTER LINE OF THE CHICAGO AND VINCENNES ROAD, A DISTANCE OF 284.31 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 32-29-401-022-0000

Common Address: 2610 Chicago Road, Chicago Heights, Illinois 60411