



Doc# 2110310008 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/13/2021 09:39 AM PG: 1 OF 7

AMENDMENT TO MORTGAGE

This Amendment to Mortgage (the "Amendment"), is made and entered into by the undersigned borrowers, guarantors and/or other obligors (collectively, the "Mortgagor") and U.S. Bank National Association (the "Bank") as of the date set forth on the last page of this Amendment.

25-644475 E3
CC 2572304

RECITALS

A. The Mortgagor executed and delivered to the Bank a mortgage (the "Mortgage") dated September 15, 2005. The "Land" (defined in the Mortgage) subject to the Mortgage is described as follows (or in Exhibit A hereto if the description does not appear below):

SEE EXHIBIT A ATTACHED HERETO

B. The Mortgage was recorded in the office of the County Recorder for Cook County, Illinois, on October 3, 2005 as Document No. 0527613037.

C. Mortgagor has requested that Bank extend certain financial accommodations to it, but as a condition precedent to same Bank requires that Mortgagor execute this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Mortgagor and the Bank agree as follows:

1. Section 1.1 of the Mortgage is deleted in its entirety and is replaced with the following:

1.1 Grant of Mortgage/Security Interest. For consideration received, Mortgagor hereby mortgages and warrants, conveys, grants a security interest in and

S ✓
P 7
S 1
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SC ✓
E ✓
INT ✓

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collaterally assigns to Bank the Mortgaged Property (defined below) to secure all of the Obligations (defined below). The intent of the parties hereto is that the Mortgaged Property secures all Obligations. The parties further intend that the Mortgage shall operate as a security agreement with respect to those portions of the Mortgaged Property which are subject to Revised Article 9 of the Uniform Commercial Code.

2. Section 1.3 of the Mortgage is deleted in its entirety and is replaced with the following:

1.3 "Obligations" means:

(a) The loan by the Bank to Mortgagor (the "Note") as evidenced as follows:

(i) that certain Term Note and Term Loan Agreement, executed by Mortgagor in favor of Bank of dated September 15, 2005 in the original principal amount of **\$975,000.00**, and any extensions, renewals, restatements and modifications thereof;

(b) All Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to Bank which arise out of the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent; all of Mortgagor's obligations under the Mortgage; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of the Mortgage, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs.

As used in this Mortgage, "Loan Documents" means together and individually the Note, the Mortgage and any 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 hereafter executed or delivered by any party to or in favor of Bank evidencing, creating, securing, guarantying or otherwise related to the indebtedness evidenced by the Note or the pledge of the Mortgaged Property as security for repayment of the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

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3. **Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage (if any) is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date.

4. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of the mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Obligations continues as the security, and all guaranties guaranteeing Obligations under the Note remain in full force and effect. This is an amendment, not a novation. The Obligations are, and shall continue to be, secured by the Mortgage and any reference in the Obligations to the Mortgage shall hereafter be deemed to include the Mortgage as hereby amended.

5. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

6. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

7. **Compliance with Laws.** Mortgagor shall at all times comply with all applicable laws, statutes, and ordinances. Mortgagor shall not allow any tenants to use the Mortgaged Property for any business activity that violates any federal or state law or that supports a business that violates any federal or state law. In any future leases or modification of existing leases regarding the Mortgaged Property, Mortgagor shall include a provision that prohibits the use of the Mortgaged Property for any business activity that violates any federal or state law.

8. **Authorization.** The Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the corporate or partnership powers (as applicable) of the Mortgagor and have been duly authorized by all necessary corporate or partnership action.

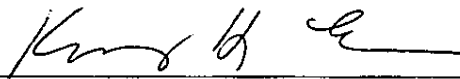
9. **Land Trust Exculpatory.** This instrument is executed by Chicago Title Land Trust Company, not personally, but solely as Successor Trustee, in the exercise of the power and authority conferred upon and vested in it as such Successor Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by Chicago Title Land Trust Company are undertaken by it solely as Successor Trustee, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee be reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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IMPORTANT; READ BEFORE SIGNING, THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS ONLY BY ANOTHER WRITTEN AGREEMENT.

Dated as of September 14, 2020

5233 Clark LLC, Beneficiary Borrower

By: 

Name & Title: KSHJ Limited Partnership, an Illinois Limited Liability Partnership, Sole Member

By: KSHJ Management LLC, a Delaware Limited Liability Company, General Partner

By: Kyung Hea Lim, Business Manager

State of Illinois

ss.

County of Cook

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY Kyung Hea Lim, Business Manager for KSHJ Management LLC, as General Partner of KSHJ Limited Partnership, as sole member of 5233 Clark LLC, 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, sealed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of KSHJ Management LLC, and for the use and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand the Notarial Seal this 30th day of November 2020

[seal]



Notary Public



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Chicago Title Land Trust Company, as Successor Trustee
to First Chicago Trust Company under Trust Agreement
No. 25-8070 dated October 1, 1986

Trustee Borrower

By: Margaret O'Donnell

Its: Trustee MARGARET O'DONNELL

ASST. VICE PRESIDENT

State of Illinois

SS.

County of Cook

CHICAGO TITLE LAND TRUST COMPANY

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY MARGARET O'DONNELL **ASST. VICE PRESIDENT** Trustee of Trust Agreement No. 25-8070 dated October 1, 1986, 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, sealed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of Trust Agreement No. 25-8070 dated October 1, 1986, for the use and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand the Notarial Seal this 30th day of November, 2020.

[seal]



Selene Sandoval

Notary Public

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AGREED AND CONSENTED TO:



U.S. Bank National Association

By: Christopher Griffith

Its: Vice President

State of Illinois

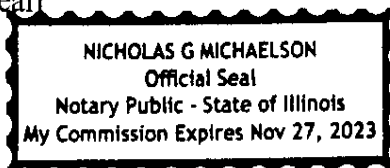
SS.

County of DU PAGE

I, the undersigned, a Notary Public in and for said County and State, certify that Christopher Griffith, personally known to me to be Vice President of U.S. Bank National Association, and the person whose name is subscribed to the foregoing instrument, personally appeared before me this day and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand the Notarial Seal this 18 day of DEC., 2020.

[seal]




Notary Public

This instrument was drafted by Delano Law Offices, LLC on behalf of U.S. Bank National Association (One Southeast Old State Capitol Plaza, Springfield, IL 62702 – (217) 544-2703)

After recording return to

U.S. Bank N.A.

Collateral Department

P.O. Box 3487

Oshkosh, WI 54903-3487

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EXHIBIT A

Lots 41, 42, 43 and 44 in Block 3 in Zero Park, being Zero Marx's Subdivision of Blocks 1 and 4 inclusive in S.H. Kerfoot's Resubdivision of Lots 1 to 20 inclusive in Louis E. Henry's Subdivision of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

1480 W. Farragut Ave.
Chicago, IL 60640

PIN: 14-08-123-005-0000

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