

# UNOFFICIAL COPY

Non-Agency

PREPARED BY:  
Sharon Gibson  
IN1-4002

7610 West Washington Street  
Indianapolis, IN 46231-1335

WHEN RECORDED RETURN TO:

Doc#: 2202717126 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/27/2022 01:12 PM Pg: 1 of 5

Dealer Commercial Services  
IN1-4002  
7610 West Washington Street  
Indianapolis, IN 46231-1335

40029182-001 3/3



## Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of December 14, 2021, between Ruscitti Properties, LLC, an Illinois limited liability company, whose address is 7410 S. Western Avenue, Chicago, IL 60636 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 150 W. University Dr., Bldg. G, Fl 4, Tempe, AZ 85281, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated December 9, 2016 and recorded on February 9, 2017 as Document No. 1704045026, Cook County Records (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Chicago, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

Commonly known as 6641 S. Western Avenue, Chicago, Illinois 60636, 6609 S. Western Avenue, Chicago, Illinois 60636, 6627-6629 S. Western Avenue, Chicago, Illinois 60636 and 6631 S. Western Avenue, Chicago, Illinois 60636

Tax Parcel Identification No. 20-19-123-014, 20-19-123-041, 20-19-123-008, 20-19-123-009 and 20-19-123-040.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

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1. The Mortgage is hereby amended by amending and restating that certain paragraph of the Mortgage which defines the term "Liabilities" in the Mortgage, including, without limitation, in its entirety and by replacing it with the following.

The term "Liabilities" means all indebtedness, liabilities and obligations of every kind and character of each Borrower to the Mortgagee, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Mortgagee or to a third party and subsequently acquired by the Mortgagee, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Mortgagor and the Mortgagee specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Mortgagee. The term "Liabilities" includes, without limitation, the following:

- (1) That certain Term Note, dated December 14, 2021 in the original principal sum of Four Million Forty Thousand and 00/100 Dollars (\$4,040,000.00), including all renewals, extensions, increases, restatements, replacements, rearrangements, modifications, refinancings, consolidations and substitutions of any such document, executed and delivered by Ruscitti Properties, LLC to the Mortgagee; and
- (2) The performance of all of the promises and agreements contained in this Mortgage.

2. The maximum principal sum of the Liabilities shall not exceed Four Million Forty Thousand and 00/100 Dollars (\$4,040,000.00).

3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.

4. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.

5. **Governing Law and Venue.** This Amendment and (unless stated otherwise therein) all Related Documents shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

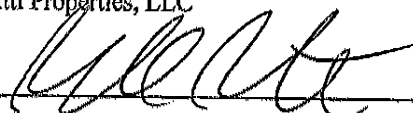
6. **WAIVER OF SPECIAL DAMAGES.** WITH RESPECT TO THIS AGREEMENT AND ALL RELATED DOCUMENTS, THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

7. **JURY WAIVER.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

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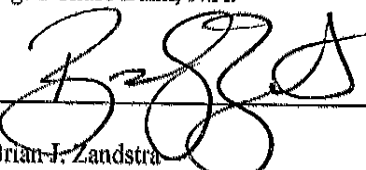
**Mortgagor:**

Ruscitti Properties, LLC

By:   
Richard Ruscitti Managing Member

**Mortgagee:**

JPMorgan Chase Bank, N.A.

By:   
Brian J. Landstra Executive Director

Property of Cook County Clerk's Office

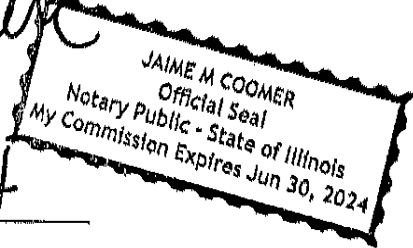
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## ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois  
County of Cook ) ss

This instrument was acknowledged before me on January 12, 2022 by Richard Ruscitti as Managing Member of Ruscitti Properties LLC

Jaime M Coomer  
Notary Public, State of Illinois  
[SEAL]



My Commission expires 6-30-24

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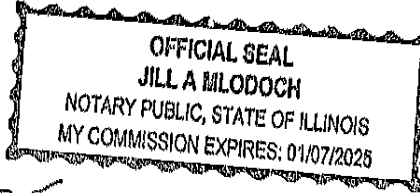
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## ACKNOWLEDGMENT OF MORTGAGEE

State of ILLINOIS )  
County of COOK ) ss

This instrument was acknowledged before me on JANUARY 17, 2022 by BAIAN ZANDSTRAM as EXECUTOR DIRECTOR of J.P. MORGAN CHASE BANK.

Jill A Milodoch  
Notary Public, State of Illinois  
[SEAL]



My Commission expires: 01/07/2025

Property of Cook County Clerk's Office