

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2203539367 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/04/2022 02:34 PM Pg: 1 of 8

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 16-03-226-021-0000

Address:

Street: 4158 West Potomac Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60651

Lender: U.S. Bank National Association

Borrower: 4158 Potomac, LLC

Loan / Mortgage Amount: \$464,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: D8AC1290-701E-4A06-BFBC-963D8360044E

Execution date: 8/1/2018

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This instrument was drafted by Brian Nagel on behalf of U.S. Bank National Association, whose address is set forth in the "return to" paragraph immediately following this paragraph.

After recording return to U.S. Bank National Association, Collateral Department, P.O. Box 3487, Oshkosh, WI 54903-3487.

AMENDMENT TO MORTGAGE (ILLINOIS)

This Amendment to Mortgage (this "**Amendment**"), is made and entered into by 4158 POTOMAC, LLC (the "**Mortgagor**," whether one or more) and U.S. Bank National Association (the "**Bank**"), as of the date set forth below.

RECITALS

- A. Mortgagor or its predecessor in interest executed a mortgage, originally dated or amended or restated as of July 20, 2018 (as amended and/or restated, the "**Mortgage**"). The "**Land**" (defined in the Mortgage) subject to the Mortgage is legally described in **Exhibit A** attached hereto.

Address: 4158 West Potomac Ave, Chicago, Illinois 60651
PIN #: 16-03-226-021-0000

- B. The Mortgage was originally recorded in the office of the County Recorder for Cook County, Illinois, on August 1, 2018, as Document No. 1821334062, and/or in Book/Volume/Parcel _____, on Page/Image _____.
- C. Mortgagor has requested that Bank permit certain modifications to the Mortgage as described below.
- D. Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

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

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Mortgage.

References to Mortgagor and Bank. As used herein, (a) the term "Mortgagor" shall mean the same party as may be referred to as the "Mortgagor" or "Grantor," or by other similar terminology, in the Mortgage; and (b) the term "Bank" shall mean the same party as may be referred to as the "Mortgagee," "Bank" or "Lender," or by other similar terminology, in the Mortgage.

Change in Secured Obligations. The Mortgage is granted to secure all of the following obligations, whether now or hereafter existing (the "**Obligations**"): the loan(s) by Bank to 4158 POTOMAC, LLC (the "**Borrower**") evidenced by a note or notes originally dated or amended or restated as of July 20, 2018, in the stated or amended principal amount(s) of \$464,000.00, and any extensions, renewals, restatements and modifications thereof and all

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principal, interest, fees and expenses relating thereto (the "Note"); and also means all of Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to Bank under 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, reasonable attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs.

For purposes of this Amendment, "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 definition of Obligations set forth above replaces any existing description of the indebtedness or other obligations secured by the Mortgage. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

Maximum Lien Amount. Notwithstanding anything to the contrary herein, the maximum indebtedness secured by the Mortgage shall not exceed at any one time the sum of principal in the amount of \$464,000.00, plus all interest thereon, plus all protective advances, including, but not limited to, advances made for taxes, annual assessments, ground rent, and hazard and flood insurance premiums, and advances in performance of Mortgagor's obligations under the Mortgage, plus all costs, expenses and reasonable attorneys' fees incurred in connection with or relating to (a) the collection of the Obligations, (b) the sale of the Mortgaged Property pursuant to the Mortgage, and/or (c) the enforcement and/or foreclosure of the Mortgage. While the amount of indebtedness secured hereby may be limited by this paragraph, the Mortgage secures all of the Obligations and shall not be released or reconveyed until all Obligations have been fully and finally repaid and all obligations of Bank to make further advances secured by the Mortgage have been terminated.

Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders, and all covenants and agreements of record. Mortgagor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Mortgage.

Fees and Expenses. Mortgagor will pay all fees and expenses (including reasonable attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

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 Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

Further Assurances. Mortgagor shall promptly correct any defect or error that may be discovered in any Loan Document or in the execution, acknowledgment or recordation of any Loan Document. Promptly upon request by Bank, Mortgagor also shall do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, any and all deeds, conveyances, mortgages, deeds of trust, trust deeds, assignments, estoppel certificates, financing statements and continuations thereof, notices of assignment, transfers, certificates, assurances and other instruments, and must take or cause to be taken such further actions, that may be required by law or by Bank, all in form and substance satisfactory to Bank in its sole discretion and all at the expense of Mortgagor: (a) to carry out more effectively the purposes of the Loan Documents; (b) to perfect and maintain the validity, effectiveness and priority of any security interests intended to be created by the Loan Documents; (c) to better assure, convey, grant, assign, transfer, preserve, protect and confirm the rights granted or intended to be granted to Bank in connection with any Loan Document; and (d) to carry out the intention or facilitate the performance of the provisions of any Loan Document. Mortgagor shall furnish to Bank evidence satisfactory to Bank of every such recording, filing or registration.

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Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Mortgage, as amended, the terms of the amended Note and any such related loan agreement shall control.

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

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.

Receipt of Copy. Mortgagor hereby acknowledges the receipt of a copy of this Amendment to Mortgage together with a copy of each promissory note secured hereby.

Electronic Records. Without notice to or consent of Mortgagor, Bank may create electronic images of this Amendment and destroy paper originals of any such imaged documents. Such images have the same legal force and effect as the paper originals and are enforceable against Mortgagor and any other parties thereto. Bank may convert this Amendment into a "transferrable record" as such term is defined under, and to the extent permitted by, applicable law, with the image of such instrument in Bank's possession constituting an "authoritative copy." If Bank agrees, in its sole discretion, to accept delivery by telecopy or PDF of an executed counterpart of a signature page of this Amendment or other document required to be delivered under this Amendment, such delivery will be valid and effective as delivery of an original manually executed counterpart of such document for all purposes. If Bank agrees, in its sole discretion, to accept any electronic signatures of this Amendment or other document required to be delivered under this Amendment, the words "execution," "signed," and "signature," and words of like import, in or referring to any document so signed will be deemed to include electronic signatures and/or the keeping of records in electronic form, which will be of the same legal effect, validity and enforceability as a manually executed signature and/or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law. Bank may rely on any such electronic signatures without further inquiry.

Authorization. Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein (i) are within Mortgagor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which Mortgagor is bound. Mortgagor has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. Each Mortgagor which is not a natural person is validly existing and in good standing under the laws of its state of organization, and this Amendment and the documents referenced to herein have been authorized by all appropriate entity action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed this Amendment on the date shown in the notarial acknowledgment, effective as of January 14, 2022.

MORTGAGOR:
4158 POTOMAC, LLC
a/an Illinois Limited Liability Company

By: 
Name and Title: Brian J. Twohey, Member

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BANK:

U.S. Bank National Association

By: [Signature]
Name and Title: Brian Nagel, Vice President

MORTGAGOR ADDRESS: 5930 N Melvina Ave, Chicago, IL 60646

BANK ADDRESS: 400 City Center, Oshkosh, WI 54901

MORTGAGOR NOTARIZATION

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, by **Brian J Twohey**, as Member of **4158 POTOMAC, LLC**.

(Notarial Seal)

X _____
Printed Name: _____
Notary Public, State of: _____
My commission expires: _____

BANK NOTARIZATION

STATE OF IL)
) ss.
COUNTY OF Waukegan)

This instrument was acknowledged before me on 26 January 2023, by **Brian Nagel**, as Vice President of **U.S. Bank National Association**.

(Notarial Seal)

X [Signature]
Printed Name: Amanda Crawford
Notary Public, State of: IL
My commission expires: March 27, 2023



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EXHIBIT A TO AMENDMENT TO MORTGAGE (Legal Description)

Mortgagor: 4158 POTOMAC, LLC

Bank: U.S. Bank National Association

Legal Description of Land:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COOK COUNTY, ILLINOIS, TO WIT:

**LOT 25 & 26 IN BLOCK 3 IN DEMAREST AND KAMERLING'S AVENUE SUBDIVISION OF THE NORTH 1/2 OF THE
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

PIN: 16-03-226-021 000

Also known as: 4158 West Potomac Ave, Chicago, Illinois

Property of Cook County Clerk's Office

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EXHIBIT "A" Property Description

Closing Date: January 28, 2022
Borrower(s): 4158 Potomac LLC
Property Address: 4158 West Potomac Avenue, Chicago, IL 60651

PROPERTY DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COOK COUNTY, ILLINOIS, TO WIT:

LOT 25 & 26 IN BLOCK 3 IN DEMAREST AND KAMERLING'S AVENUE SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 16-03-226-021-0000