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4003719-001

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Chris Cirillo
BROTSCHUL POTTS LLC
30 N. LaSalle
Suite 1402
Chicago, Illinois 60602
(312) 551-9003

PERMANENT TAX INDEX NUMBERS:

16-31-108-014-0000
16-31-108-015-0000
16-31-108-016-0000
16-31-108-017-0000
16-31-108-018-0000
16-31-108-019-0000
16-31-108-020-0000

PROPERTY ADDRESS:

3229-37 Harlem Avenue,
Berwyn, Illinois 60402



2210819057

Doc# 2210819057 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/18/2022 04:03 PM PG: 1 OF 7

This space for Recorder's use only.

AMENDMENT TO SECURITY DOCUMENTS

This AMENDMENT TO SECURITY DOCUMENTS (this "*Amendment*") is made as of April 8, 2022, by and among 3229 S. HARLEM, INC., an Illinois corporation ("*Borrower*") and TAURUS LENDING, LLC (together with its respective successors and assigns, "*Lender*").

RECITALS:

A. Pursuant to that certain Loan Agreement dated as of April 12, 2018 (as amended, modified, restated, or replaced from time to time, the "*Loan Agreement*"), executed by and among the Borrower and Chantico Asheville LP, a Delaware limited partnership ("*Original*

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Lender) with Original Lender's interest subsequently assigned to Lender in that certain Quit Claim Assignment of Mortgage & Other Loan Documents entered into by and between Original Lender and Lender on or about December 20, 2021 and recorded in the Recorder's Office (as hereinafter defined) on January 6, 2022, as document number 2200622039 (the "*Assignment of Loan Documents*") Borrower is indebted to Lender in the maximum principal amount of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00) (the "*Loan*").

B. The Loan is evidenced by certain promissory notes (as the same may be amended, modified, replaced or restated from time to time, the "*Notes*") in the aggregate maximum principal amount of the Loan.

C. The Loan is secured by, among other things, that certain:

(i) That certain Mortgage, dated as of April 12, 2018, executed by the Borrower for the benefit of the Original Lender (the "*Mortgage*"), and recorded with the Recorder of Deeds in Cook County, Illinois (the "*Recorder's Office*"), on April 23, 2018, as Document No. 1811349018, which encumbers the real property and all improvements thereon legally described on *Exhibit "A"* hereto (the "*Premises*") as assigned to Lender pursuant to the Assignment of Loan Documents; and

(ii) Assignment of Rents dated as of April 12, 2018, executed by the Borrower to and for the benefit of the Original Lender and recorded with the Recorder's Office April 23, 2018, as Document No. 1811349019 (the "*Assignment of Rents*"; the Mortgage and the Assignment of Rents are collectively referred to in this Amendment as the "*Security Documents*").

D. Pursuant to that certain Amendment to Loan Agreement dated as of even date herewith, executed by and among the Borrower, Guarantor, and Lender (the "*Amendment to the Loan Agreement*"), the Borrower, the Guarantor (as defined in the Amendment to the Loan Agreement), and the Lender, have agreed to amend the terms of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) as more particularly set forth in the Amendment to the Loan Agreement.

E. A condition precedent to the Lender's execution of the Amendment to the Loan Agreement is the execution and delivery by the Borrower of this Amendment.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Amendment), (ii) the agreements by the Lender to modify the Security Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DEFINITIONS.** Any capitalized term not otherwise defined in this Amendment shall have the meaning set forth in the Loan Agreement.

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2. **LOAN.** The Security Documents are amended to provide that the term “Loan” means the loan made by the Lender to the Borrower pursuant to the Loan Agreement, as amended by this Amendment and the Amendment to the Loan Agreement, in the maximum principal amount of **NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00)**, evidenced by the Notes.

3. **NOTES.** The Security Documents are amended to provide that the term “Note or “Notes” means those certain promissory note(s) in the aggregate maximum principal amount of the Loan, each of which is (i) executed by the Borrower, (ii) payable to the order of the Lender, and (iii) due on April 7, 2023, as each such Note may be amended or restated from time to time.

4. **REAL ESTATE TAX ESCROW.** Notwithstanding anything to the contrary contained herein or in the Security Documents, Borrower shall fund the real estate tax escrow with Lender as set forth in Section 3.9 of the Amendment to the Loan Agreement.

5. **EXPENSES.** As a condition precedent to the agreements contained in this Amendment, the Borrower shall pay all out-of-pocket costs and expenses incurred by the Lender in connection with this Amendment and the Amendment to the Loan Agreement, including, without limitation, title charges, recording fees, and reasonable attorneys’ fees and expenses.

6. **MISCELLANEOUS.**

6.1 **Governing Law.** This Amendment shall be governed by, construed, applied and enforced in accordance with the internal laws of the state of Illinois, without regard to conflicts of law principles

6.2 **Construction.** This Amendment may not be construed more strictly against the Lender than against the Borrower merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Borrower and Lender have contributed substantially and materially to the preparation of this Amendment, and the Borrower and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Amendment. Each of the parties to this Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Amendment, and recognizes that it is executing and delivering this Amendment, intending to be legally bound by the terms and provisions of this Amendment, of its own free will, without promises or threats or the exertion of duress upon it. The signatories state that they have read and understand this Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

6.3 **No Joint Ventures.** Nothing contained in this Amendment may be considered to constitute the Lender a venturer or partner of or in any way associated with the Borrower nor will privity of contract be presumed to have been established with any third party.

6.4 **Full Force and Effect.** Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

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6.5 Successors and Assigns. This Amendment binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6.6 References to Loan Agreement and Loan Documents. Any references to the "Mortgage", the "Assignment of Rents", the "Assignment", or the "Assignment of Rents and Leases" contained in any of the Loan Documents should be considered to refer to the Security Documents as amended. The paragraph and section headings used in this Amendment are for convenience only and shall not limit the substantive provisions hereof. All words in this Amendment that are expressed in the neuter gender should be considered to include the masculine, feminine, and neuter genders. Any word in this Amendment that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

6.7 Counterparts. This Amendment may be executed in one or more counterparts, all of which, when taken together, constitute one original Agreement.

6.8 Time of the Essence. Time is of the essence of each of the Borrower's obligations under this Amendment.

6.9 Severability. In the event that any provision of this Amendment are deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Amendment shall be construed as not containing such provision to the extent of the invalidity and the invalidity of such provision shall not affect the validity of any and all other provisions hereof which are otherwise lawful and valid, and such other provisions shall remain in full force and effect.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment dated as of the day and year first above written.

BORROWER:

3229 S. HARLEM, INC, an Illinois corporation

By: [Signature]

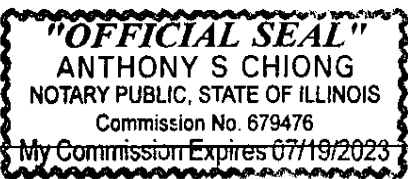
Printed Name: MARTINA CASTILLO

Its: President

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that MARTINA CASTILLO, a _____ of _____, in its capacity as PRESIDENT of 3229 S. HARLEM INC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8 day of April, 2022

[SEAL]  _____
 Notary Public

[Signatures Continue on Following Page]

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[Signatures Continued from Preceding Page]

LENDER:

TAURUS LENDING, LLC

By: *Roger C Newstadt*
 Name: *Roger Newstadt*
 Title: *CEO*

STATE OF ~~ILLINOIS~~)
 NEW YORK) SS.
 COUNTY OF ~~COOK~~)
 NASSAU)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that *Roger Newstadt*, the *CEO* of **TAURUS LENDING LLC**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such *CEO*, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said state chartered bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *8* day of *April*, 2022.

[SEAL] RYAN FEALEY- NOTARY PUBLIC
 STATE OF NEW YORK
 NO. 01FE6079472
 QUALIFIED IN NASSAU COUNTY *Ryan Fealey*
 COMMISSION EXP AUG 26, 2022 Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

LOTS 43 TO 49, BOTH INCLUSIVE, IN BLOCK 44 IN ANDREW AND PIPER'S THIRD ADDITION TO BERWYN, A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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