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DOCUMENT PREPARED BY AND  
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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/23/2022 10:16 AM PG: 1 OF 8

FOR RECORDER'S USE ONLY

**AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND  
SECURITY AGREEMENT AND TO ASSIGNMENT OF RENTS AND LEASES**

This Amendment to Mortgage, Assignment of Leases and Rents, and Security Agreement and to Assignment of Rents and Leases ("Amendment") is made effective as of the 13<sup>th</sup> day of September, 2022, by and among **SIGNATURE BANK** ("Lender", "Mortgagee", or "Assignee"), and **SMGG 23, L.L.C.**, an Illinois limited liability company ("Mortgagor", or "Assignor").

**RECITALS:**

A. On or about September 30, 2019, Mortgagor, Monterrey Security Consultants, Inc., an Illinois corporation, Soltan Group, Inc., an Illinois corporation (collectively, the "Borrower") and Lender entered into that certain Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan Agreement"), pursuant to which Lender has extended to Borrower: (a) a term loan in the principal amount of \$2,500,000.00 (the "Term Loan"), (b) a revolving loan not to exceed a principal amount of \$2,500,000.00 (the "Revolving Loan"), and (c) a mortgage loan in the principal amount of \$2,800,000 (the "Mortgage Loan," and collectively with the Term Loan, and the Revolving Loan, the "Loans"). The Loans are evidenced by: (i) that certain Term Note, in the principal amount of \$2,500,000.00, dated as of September 30, 2019, by Borrower and made payable to the order of Lender (as amended, restated, modified or supplemented from time to time, the "Term Note"); (ii) that certain Revolving Note, in the principal amount of \$2,500,000.00, dated as of September 30, 2019, by Borrower and made payable to the order of Lender (as amended, restated, modified or supplemented from time to time, the "Revolving Note"); (iii) that certain Mortgage Note, in the principal amount of \$2,800,000, dated as of September 30, 2019, by Borrower and made payable to the order of Lender (as amended, restated, modified or supplemented from time to time, the "Mortgage Note", and collectively with the Term Note and the Revolving Note, the "Notes").

B. The indebtedness evidenced by the Notes is secured under and pursuant to, among other things, (i) a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of September 30, 2019, executed and delivered by Mortgagor in favor of Lender, encumbering certain interests in real and personal property located in Cook County, Illinois and legally described on **Exhibit A** (the "Property") and recorded with the Cook County Recorder of Deeds (the "Recorder") on October 3, 2019, as Document No. 1927616084 (the "Mortgage"); and (ii) an Assignment of Rents and Leases dated as of September 30, 2019, executed and delivered by Assignor in favor of Lender, encumbering the Property and recorded with the Recorder on October 3, 2019, as Document No. 1927616085 (the "Assignment of Rents"); and (iii) by certain other documents

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securing or evidencing repayment of the Notes or as more particularly described in the Loan Agreement (collectively, with the Loan Agreement, Notes, Mortgage, Assignment of Rents, and other documents securing or evidencing repayment of the Loan, and each as amended, restated, extended and modified (the "Loan Documents")).

C. Mortgagor has requested that Lender amend certain provisions of the Mortgage and Assignment of Rents in order to, among other things, add a new loan to be secured by the same collateral as the Loans, evidenced by a Construction Loan Note in the stated principal amount of \$1,542,000.00 (the "Construction Loan Note"), all as provided hereinbelow, and Lender has agreed to do so, upon and subject to the terms and conditions hereinafter set forth.

D. Mortgagor agrees that the Property shall remain subject to the terms of the Mortgage and Assignment of Rents, as modified by this Amendment.

## AGREEMENTS:

In consideration of (i) the facts set forth hereinabove, (ii) the agreements by Lender to amend the Loan Documents as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing Recitals are hereby incorporated herein as if fully set forth below. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Loan Documents.

2. **Amendment to Mortgage.**

(a) The Mortgage is hereby modified by replacing the definitions of "Loan Agreement," "Mortgage", and "Notes" with the following:

**Loan Agreement.** The words "Loan Agreement" mean that certain Loan and Security Agreement dated as of September 30, 2019, between Borrower and Lender, as amended, restated, modified or supplemented from time to time and that certain Construction Loan Agreement dated as of September 13, 2022, between Borrower and Lender, as amended, restated, modified or supplemented from time to time.

**Mortgage.** The word "Mortgage" means this Mortgage between Mortgagor and Mortgagee, as amended by this Amendment, and as it may be further amended from time to time, and includes without limitation all assignments and security interest provisions relating to the personal property and rents.

**Notes.** The word "Notes" means (i) the Term Note; (ii) the Revolving Note; (iii) the Mortgage Note; and (iv) that certain Construction Loan Note, in the principal amount of \$1,542,000.00, dated as of even date herewith, by Borrower and made payable to the order of Lender (as amended, restated, modified or supplemented from time to time, the "Construction Note").

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(b) The following provisions are hereby added to the Mortgage:

**Construction Mortgage.** The Notes evidence debt created by one or more disbursements made by Mortgagee to Mortgagor pursuant to the Loan Agreement to finance the cost of construction of certain improvements upon the Real Estate and this Mortgage is a construction mortgage as such term is defined in Section 9-313(1)(c) of the Uniform Commercial Code of the State of Illinois.

**Future Advances.** This Mortgage secures future advances from Mortgagee to Mortgagor made pursuant to the Loan Agreement, together with all interest, costs and expenses incurred by Mortgagee in enforcing all obligations under any or all of this Mortgage, the Loan Agreement, the Notes, and the other Loan Documents, to the same extent as if such future advances were made on the date of the execution of this Mortgage. All advances required hereunder or under the Loan Agreement are obligatory advances up to the credit limit established in the Loan Agreement and shall, to the extent permitted by law, have priority over mechanics' and materialmen's liens, if any, arising after this Mortgage is recorded.

3. **Amendment to Assignment.** The Assignment is hereby modified by replacing the definitions of "Assignment," "Loan Agreement," and "Notes" with the following:

**Assignment.** The word "Assignment" means this Assignment of Rents between Assignor and Assignee, as amended by this Amendment, and as it may be further amended from time to time, and includes without limitation all assignments and security interest provisions relating to the personal property and rents.

**Loan Agreement.** The words "Loan Agreement" mean that certain Loan and Security Agreement dated as of September 30, 2019, between Borrower and Lender, as amended, restated, modified or supplemented from time to time and that certain Construction Loan Agreement dated as of September \_\_, 2022, between Borrower and Lender, as amended, restated, modified or supplemented from time to time.

**Note.** The word "Notes" means (i) the Term Note; (ii) the Revolving Note; (iii) the Mortgage Note; and (iv) that certain Construction Loan Note, in the principal amount of \$1,542,000.00, dated as of even date herewith, by Borrower and made payable to the order of Lender (as amended, restated, modified or supplemented from time to time, the "Construction Note").

4. **Representations and Warranties of Mortgagor.** Mortgagor hereby represents, covenants and warrants to Lender, to the best of its knowledge, as follows:

(a) The Mortgage and Assignment of Rents are in full force and effect and, following the execution and delivery of this Amendment, continue to be the legal, valid and binding obligations of Mortgagor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(b) As of the date hereof, Mortgagor has no claims, counterclaims, defenses or set-offs with respect to the Mortgage or Assignment of Rents as modified herein.

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(c) Mortgagor has the requisite power and authority to execute and deliver this Amendment and to perform the Mortgage and Assignment of Rents as modified herein. The execution and delivery of this Amendment and the performance of the Mortgage and Assignment of Rents as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor. This Amendment has been duly executed and delivered on behalf of Mortgagor.

5. **Severability.** In the event any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Full Force and Effect.** The provisions of the Mortgage and Assignment of Rents, as respectively amended hereby, are in full force and effect and the Mortgage as so amended is hereby ratified and confirmed.

7. **Priority.** Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained, as amended.

8. **Conflict.** In the event of conflict between any of the provisions of this Amendment, the provisions of this Amendment shall control.

9. **Representations.** Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Mortgage and Assignment of Rents.

10. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing one or more counterparts.

11. **Binding.** This Amendment is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

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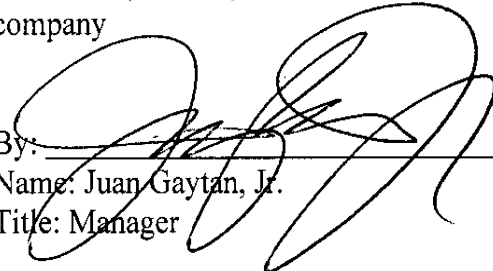
**IN WITNESS WHEREOF**, the parties named below have caused this Amendment to Mortgage, Assignment of Leases and Rents, and Security Agreement and to Assignment of Rents and Leases to be executed and delivered personally or by their respective duly authorized officers as of the day and year specified at the beginning hereof.

Property of Cook County Clerk's Office

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**MORTGAGOR:**

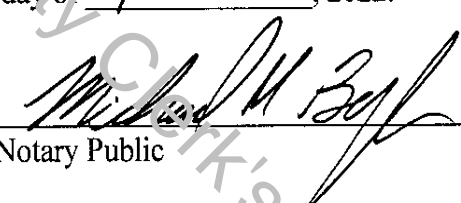
**SMGG 23, L.L.C.**, an Illinois limited liability company

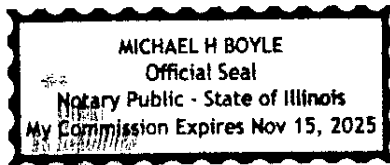
By:   
Name: Juan Gaytan, Jr.  
Title: Manager

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Michael H. Boyle, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Juan Gaytan, Jr.**, the manager of SMGG 23, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing **Amendment to Mortgage, Assignment of Leases and Rents, and Security Agreement and to Assignment of Rents and Leases**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act on behalf of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 8<sup>th</sup> day of September, 2022.

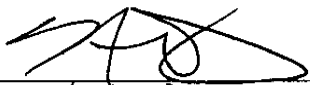
  
Notary Public



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LENDER:

SIGNATURE BANK

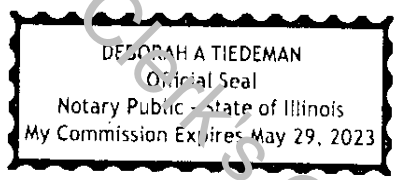
By:   
 Name: Nathan Dinger  
 Title: SVP

STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF COOK        )

I, DEBORAH A. TIEDEMAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NATHAN DINGER the SVP of SIGNATURE BANK, personally known to me to be the same person whose name is subscribed to the foregoing **Amendment to Mortgage, Assignment of Leases and Rents, and Security Agreement and to Assignment of Rents and Leases**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act on behalf of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 13<sup>th</sup> day of September, 2022.

Deborah A. Tiedeman  
 Notary Public





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## EXHIBIT A

### Legal Description

PARCEL 1: LOTS 11 AND 12 AND LOTS 25, 26 AND 27 IN BLOCK 1 IN S.J. WALKER'S DOCK ADDITION TO CHICAGO IN SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-30-203-006-0000; 17-30-203-020-0000;  
17-30-203-021-0000; 17-30-203-022-0000

COMMONLY KNOWN AS: 2230 S. Blue Island Ave., Chicago, Illinois 60608

PARCEL 2: THAT PART OF THE BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY CHICAGO BURLINGTON QUINCY RAILROAD COMPANY ) RIGHT-OF-WAY, SITUATED IN THE NORTHEAST 1/4 OF THE

NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 65.0 FOOT WIDE PAULINA STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 100.0 FOOT WIDE BLUE ISLAND AVENUE OF THE CITY OF CHICAGO, ACCORDING TO THE PLAT RECORDED THEREOF, THENCE NORTH 63 DEGREES 52 MINUTES, 10 SECONDS EAST, ALONG THE SAID SOUTHERLY LINE OF BLUE ISLAND AVENUE, A DISTANCE OF 497.00 FEET; THENCE SOUTH 26 DEGREES, 07 MINUTES, 50 SECONDS EAST, A DISTANCE OF 35.20 FEET, TO A POINT 16 FEET NORTHWESTERLY OF SAID RAILROAD COMPANY'S LEAD TRACK CENTER LINE AS NOW LOCATED AND CONSTRUCTED; THENCE SOUTH 49 DEGREES, 58 MINUTES, 08 SECONDS WEST, A DISTANCE OF 147.10 FEET; THENCE SOUTH 54 DEGREES, 35 MINUTES, 56 SECONDS WEST, A DISTANCE OF 148.17 FEET; THENCE SOUTH 61 DEGREES, 18 MINUTES, 42 SECONDS WEST, A DISTANCE OF 81.04 FEET; THENCE NORTH 44 DEGREES 12 MINUTES, 40 SECONDS WEST, A DISTANCE OF 23.03 FEET; THENCE SOUTH 56 DEGREES, 45 MINUTES 06 SECONDS WEST, A DISTANCE OF 106.45 FEET; THENCE SOUTH 78 DEGREES, 34 MINUTES, 54 SECONDS WEST A DISTANCE OF 53.14 FEET, TO A POINT ON THE SAID EASTERLY LINE OF PAULINA STREET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID EASTERLY LINE OF PAULINA STREET, A DISTANCE OF 84.45 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-30-210-062-0000

COMMONLY KNOWN AS: 2243 S. Blue Island Ave., Chicago, Illinois 60608