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Doc#. 2313147042 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/11/2023 03:09 PM Pg: 1 of 5

Above space for Recorder's use

PREPARED BY AND)	
AFTER RECORDING)	Continuum Capital Funding LLC
)	Attn: Brian Lignelli
)	216 W. Ohio 5 th Floor
MAIL THIS INSTRUMENT TO:)	Chicago, IL 60654

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective April 11, 2023 by AGUMARI SYSTEMS LLC ("Mortgagor"), and shall amend that certain REVOLVING LINE OF CREDIT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING, dated as of March 22, 2023, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 11, 2022, as Document No. 2207033053, (as amended to date, the "Mortgage"), made by Mortgagor to CONTINUUM CAPITAL FUNDING II, LLC ("Lender"), said Mortgage, granting a security interest to Lender in certain real estate legally described in Exhibit A attached to the Mortgage, and, said Mortgage securing that certain REVOLVING LINE OF CREDIT PROMISSORY NOTE (as amended from time to time and to date, collectively, the "Note") dated as of March 22, 2023 and as amended by that certain Forbearance and Loan Modification Agreement of even date herewith, increasing the loan amount to **FOUR HUNDRED AND FIFTEEN THOUSAND FIVE HUNDRED SIX and 92/100 DOLLARS (\$415,506.92)** ("Loan Amount") (the Mortgage, the Note, together with all other loan documents related to, evidencing and/or securing the Loan, are collectively referred to herein as the "Loan Documents").

- 1. Definitions.** The definitions set forth herein shall be as set forth in the Mortgage and/or Loan Documents.
- 2. Amendment to Mortgage.** The Mortgage is hereby amended as follows:

Mortgagor Initials: act

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- a. Pursuant to and following the execution as of the date hereof, of a Forbearance and Loan Modification Agreement, the Loan Amount shall be **FOUR HUNDRED AND FIFTEEN THOUSAND FIVE HUNDRED SIX and 92/100 DOLLARS (\$415,506.92)**, and the Note is hereby amended pursuant to the terms of the Forbearance and Loan Modification Agreement, such that, among other things, the aggregate principal amount evidenced by the Note shall equal **FOUR HUNDRED AND FIFTEEN THOUSAND FIVE HUNDRED SIX and 92/100 DOLLARS (\$415,506.92)**. The Termination Date under the Forbearance and Loan Modification Agreement is **June 30, 2023** (which Termination Date may be extended by Lender, at Lender's sole and absolute discretion, to **September 30, 2023**).
- b. The Mortgage is hereby amended pursuant to the terms hereof, and the Forbearance and Loan Modification Agreement, such that, the Mortgage shall secure, among other things, the increased principal amount set forth in paragraph 2(a) of this Amendment.
- c. Paragraph 1.1(p) of the Mortgage is amended to by deleting "THREE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)" and replacing it with "FOUR HUNDRED AND FIFTEEN THOUSAND FIVE HUNDRED SIX and 92/100 DOLLARS (\$415,506.92)"
- d. The Loan Documents and the terms thereof are hereby amended pursuant to the terms of this Amendment. The Loan Documents and the terms thereof are hereby also amended pursuant to the terms of this Amendment such that the defined term "Mortgage" as it appears in any and all of the Loan Documents shall mean the Mortgage as amended by the terms of this Amendment.
- e. This Amendment shall constitute a "Loan Document" under the terms of and as defined in each of the Loan Documents.

3. Ratification of Loan Documents. This Amendment is supplementary to the Note, Mortgage and the other Loan Documents. All of the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect except as herein expressly modified. The Mortgagor and Borrower agree to continue to comply with and perform all of the covenants, conditions and obligations set forth in the Loan Documents.

4. Further Renewals, Extensions or Modifications. The Mortgage and other collateral given to secure payment of the Note, as hereby amended, shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness secured thereby, however evidenced, and any such extensions, modifications or change in the terms thereof shall not impair in any manner the validity of or priority of the Mortgage, nor release the Mortgagor, Borrower or any Co-maker, Surety or Guarantor of the indebtedness thereby secured from personal liability, if assumed, for the indebtedness thereby secured.

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5. Waiver and Release of Claims/Disclaimer of Reliance. Mortgagor and Borrower represents to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto, including but not necessarily limited to, this Amendment. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Mortgagor and Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liability, rights, claims, losses, expenses, or causes of action, known or unknown, arising in conjunction therewith. Mortgagor and Borrower also waive, release and forever discharge the Released parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action, or other bar to the enforcement of this Amendment or the Loan Documents. Mortgagor and Borrower expressly disclaim any reliance on any oral representation made by the Lender with respect to the subject matter of this Amendment.

6. Conditions. The agreements to be made by the Lender hereunder shall be conditioned upon the upon the occurrence of the following events:

- a. This Amendment shall have been fully executed and delivered by the Mortgagor and each and every Co-Maker, Co-Borrower, Guarantor and/or Surety that has an obligation with respect to the indebtedness, interest thereon and such other costs and obligations of Mortgagor and Borrower provided for in the Note, Mortgage or any other Loan Document;
- b. This Amendment shall, at Mortgagor's expense, be recorded in the Office of the Recorder of Deeds of Cook County, Illinois;
- c. Lender shall have received, at the Mortgagor's expense, a title insurance commitment to insure the continued first lien position of the Mortgage (as herein modified) on the Mortgaged Property, and to insure the increased Loan Amount set forth herein, by the issuance of an endorsement to the policy of title insurance previously obtained to insure the first lien of the Mortgage on the Mortgaged Property.

7. Successors and Assigns. The provisions of this Amendment shall inure to the benefit of any Holder of said Note and shall bind the successors, heirs, personal representatives and assigns of the Mortgagor and Borrower.

8. Governing Law. The terms of this Amendment shall be governed by and construed in accordance with the terms of the laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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EXHIBIT A

LEGAL DESCRIPTION

LOT 130 (EXCEPT THE NORTH 50 FEET THEREOF) & LOT 131 (EXCEPT THE SOUTH 43.53 THEREOF) IN NORTH AVENUE ADDITION TO MELROSE PARK, BEING A SUBDIVISION OF THE NORTH 63 ACRES OF THE NW ¼ OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 15-03-113-048-0000
COMMON ADDRESS: 1744 BROADWAY ST., MELROSE PARK,
ILLINOIS 60160

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