



Doc# 2325615038 Fee \$65.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/13/2023 02:22 PM PG: 1 OF 8

This instrument was drafted by Jennifer Brill 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.

18WM522778058

AMENDMENT TO MORTGAGE (ILLINOIS)

This Amendment to Mortgage (this "Amendment"), is made and entered into by CHANG RONG, INC. (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 September 21, 2018 (as amended and/or restated, in the "Mortgage"). The "Land" (defined in the Mortgage) subject to the Mortgage is legally described in Exhibit A attached hereto.

Address: 9420 S Stony Island Avenue, Chicago, Illinois 60617
PIN #: 25-02-420-001-0000, 25-02-420-002-0000, 25-02-420-003-0000, 25-02-420-009-0000, 25-02-421-001-0000, 25-02-421-002-0000, 25-02-421-003-0000, 25-02-421-004-0000, 25-02-421-005-0000, 25-02-421-012-0000, 25-02-421-013-0000, 25-02-420-003-0000

B. The Mortgage was originally recorded in the office of the County Recorder for Cook County, Illinois, on October 2, 2018, as Document No. 1827512128, and/or in Book/Volume/Reel _____, 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 Note Date(s)/Amount(s). All references in the Mortgage to a note or notes dated September 21, 2018 in the principal amount(s) of \$615,000.00 are hereby replaced with references to the following:

UNOFFICIAL COPY

a note dated September 21, 2018 in the principal amount of \$615,000.00 and amended or restated as of August 9, 2023 in the amended or restated principal amount of \$845,000.00;

from CHANG RONG, INC. to Bank, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (separately and collectively, the "Note").

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 \$845,000.00, 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 Law & 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, stopgap 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.

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.

UNOFFICIAL COPY

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 "transferable 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.

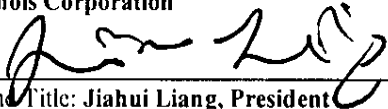
Authorization. Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein (i) are within Mortgagor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction 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 August 9, 2023.

MORTGAGOR:
CHANG RONG, INC.
 a/an Illinois Corporation

By: 
 Name and Title: Jiahui Liang, President

BANK:

U.S. Bank National Association

By: _____
 Name and Title: Jennifer Brill, Vice President

MORTGAGOR ADDRESS: 1722 W 34th St, Chicago, IL 60608

BANK ADDRESS: 400 City Center, Oshkosh, WI 54901

UNOFFICIAL COPY

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 August 9, 2023.

MORTGAGOR:
CHANG RONG, INC.
 a/an Illinois Corporation

By: _____
 Name and Title: **Jiahui Liang, President**

BANK:

U.S. Bank National Association

By: Jennifer Brill
 Name and Title: Jennifer Brill, Vice President

MORTGAGOR ADDRESS: 1722 W 34th St, Chicago, IL 60608

BANK ADDRESS: 400 City Center, Oshkosh, WI 54901

UNOFFICIAL COPY

MORTGAGOR NOTARIZATION

STATE OF _____)
) ss.
COUNTY OF _____)

See attached

This instrument was acknowledged before me on _____, by **Jiahui Liang**, as **President** of **CHANG RONG, INC.**

(Notarial Seal)

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

BANK NOTARIZATION

STATE OF _____)
) ss.
COUNTY OF _____)

See attached

This instrument was acknowledged before me on _____, by **Jennifer Brill**, as **Vice President** of **U.S. Bank National Association**.

(Notarial Seal)

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

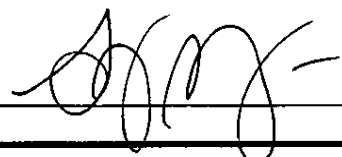
State of California
County of San Francisco

On August 18th, 2023 before me, Sergio Munoz Arevalo, Notary Public
(insert name and title of the officer)

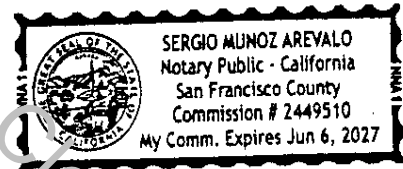
personally appeared Jichui Liang
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



San Francisco County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN MATEO

On AUGUST 15th, 2023 before me, OSVALDO PAZ, NOTARY PUBLIC
(insert name and title of the officer)

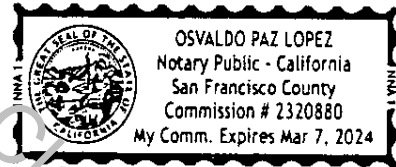
personally appeared JEANIFER RANDY BULL,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



PROPERTY OF SAN FRANCISCO COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

EXHIBIT A TO AMENDMENT TO MORTGAGE (Legal Description)

Mortgagor: CHANG RONG, INC.

Bank: U.S. Bank National Association

Legal Description of Land:

PARCEL 1:

LOTS 1 TO 10, BOTH INCLUSIVE; AND THE VACATED EAST/WEST 16-FOOT WIDE PUBLIC ALLEY, LYING SOUTH OF AND ADJOINING SAID LOT 10 IN BLOCK 10 OF CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST AND NORTH OF RAILROAD; ALSO,

LOTS 12 TO 20, BOTH INCLUSIVE; AND THE VACATED NORTH/SOUTH 16-FOOT WIDE PUBLIC ALLEY, LYING WEST OF AND ADJOINING SAID LOTS 16 TO 20 AND THE VACATED EAST/WEST 16-FOOT WIDE PUBLIC ALLEY, LYING SOUTH OF AND ADJOINING SAID LOT 15 IN BLOCK 11 OF SAID CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION; ALSO, THAT PART OF SOUTH HARPER AVENUE LYING NORTH OF THE NORTH LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD AND SOUTH OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOTS 12 AND 16 IN SAID BLOCK 11, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 4 THROUGH 11 IN BLOCK 11 OF CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST AND NORTH OF RAILROAD, IN COOK COUNTY, ILLINOIS

Also known as: 9420 S Stony Island Avenue, Chicago, Illinois