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Doc#: 2403933097 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/08/2024 01:55 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
and prepared by:
WINTRUST BANK, N.A.
9801 West Higgins Road, 4th Floor
Rosemont, Illinois 60018

AMENDMENT TO ASSIGNMENT OF RENTS

THIS AMENDMENT TO ASSIGNMENT OF RENTS (this "Amendment") dated as of December 18, 2023, effective as of December 3, 2023, is made a part of that certain Assignment of Rents dated as of December 3, 2018 and recorded in Cook County, Illinois on December 5, 2018 as Document No. 1833833367, as amended from time to time (collectively, the "Mortgage") given by 656 Gordon Terrace LLC, an Illinois limited liability company ("Grantor") to Wintrust Bank, N.A. ("Lender"). This Amendment relates to the real estate described in Exhibit A attached hereto and made a part hereof.

Unless otherwise set forth herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Assignment.

1. NEW DEFINITIONS

The following new definitions are added to the "Definitions" section on pages 7 and 8 of the Assignment:

Commodity Exchange Act. The word "Commodity Exchange Act" shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

Excluded Swap Obligations. The word "Excluded Swap Obligations" shall mean with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

Swap Agreements. The word "Swap Agreement" means, individually, and the word "Swap Agreements" means, collectively, any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

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Swap Obligation. The word “Swap Obligation” shall mean any Rate Management Obligation that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act, as amended from time to time.”

2. DEFINITION OF “INDEBTEDNESS”

The definition of “Indebtedness” on Page 7 of the Assignment is amended to read as follows:

“Indebtedness. The word “Indebtedness” means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents (including, without limitation, any Swap Agreement or any Swap Obligation), together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor’s obligations of expenses incurred by Lender to enforce Grantor’s obligations under this Assignment, together with interest on such amounts as provided in this Assignment; provided, however, notwithstanding anything else contained in this definition, Excluded Swap Obligations are excluded from this definition. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.”

3. DEFINITION OF “RELATED DOCUMENTS”

The definition of “Related Documents” on Page 8 of the Assignment is amended to read as follows:

“Related Documents. The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, Swap Agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.”

4. CONFLICT


In the event of a conflict or inconsistency between the provisions contained in the Assignment and this Amendment, the provisions of this Amendment shall prevail.


**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, this Amendment has been executed and delivered on the date first set forth above.

GRANTOR:
656 GORDON TERRACE LLC

By: 
Name: Steven L. DeGraff
Title: Manager

By: 
Name: Mitchell Zamost
Title: Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF)

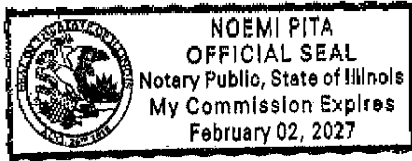
I, Noemi Pita, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Steven L. DeGraff and Mitchell Zamost, the Managers of 656 Gordon Terrace LLC, personally are known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers, appeared before me this day in person and acknowledged that such persons signed and delivered the said instrument as such persons' own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of December, 2023.

Noemi Pita
NOTARY PUBLIC

My Commission Expires: 2/2/2027

[SEAL]



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EXHIBIT "A"
LEGAL DESCRIPTION

LOT 1 (EXCEPT THE WEST 25 FEET THEREOF) AND LOT 2 (EXCEPT THE EAST 25 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF LOTS 12 AND 13, AND LOT 25 (EXCEPT THE WEST 550 FEET THEREOF) TOGETHER WITH ACCRETIONS THERETO IN SIMMONS & GORDON'S ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 656-58 West Gordon Terrace, Chicago, IL 60613

PIN Number: 14-16-303-023-0000

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