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LOAN NO. 002739283

**AMENDMENT TO
FIRST LIEN MULTIFAMILY SECURITY INSTRUMENT
(Second Mortgage Program - Revision Date 04-01-2001)**

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THIS AMENDMENT (this "Amendment") to Multifamily Mortgage, Assignment of Rents and Security Agreement (Illinois Land Trust) (the "**Instrument**") is made as of the 7th day of January, 2002, by PRAIRIE BANK AND TRUST COMPANY, not personally or individually, but solely as Trustee under the provisions of that certain Trust Agreement dated May 1, 1994 and known as Trust No. 94 002 ("**Borrower**"), and the Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States of America, having its principal place of business at 8200 Jones Branch Drive, McLean, Virginia 22101, its successors, assigns or transferees ("**Senior Lender**"). This Amendment amends and supplements the Instrument dated as of December 18, 1998 and given by or assumed by Borrower to or for the benefit of the original lender, Reilly Mortgage Group, Inc., a District of Columbia corporation, which Instrument was recorded on December 21, 1998 in the Office of the Recorder of Cook County, Illinois as Document Number 08158250, and which Instrument was assigned to Senior Lender by Assignment dated as of December 18, 1998 and recorded on December 21, 1998 in the Office of the Recorder of Cook County, Illinois as Document Number 08158251. The Instrument secures a Multifamily Note dated as of December 18, 1998 (as amended and supplemented from time to time, the "**Note**") made or assumed by Borrower, and currently owned and held by Senior Lender. The Instrument covers the real and personal property described in the Instrument (the "**Mortgaged Property**") located at: 16703 Lakewood Drive, Tinley Park, Illinois 60477 and described in Exhibit A attached to this Amendment.

The covenants and agreements of this Amendment are hereby incorporated into the Instrument as if this Amendment were a part of the Instrument, and all references to the Instrument in documents relating to the loan evidenced by the Note (the "**Loan Documents**") shall mean the Instrument as so amended and supplemented. Any conflict

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between the provisions of the Instrument and this Amendment shall be resolved in favor of this Amendment. All terms used, and not otherwise defined in this Amendment shall have the meanings given to such terms in the Instrument, or in the Note, as applicable.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Instrument, Borrower and Senior Lender further covenant and agree as follows:

- 1. Senior Lender's Consent to Second Lien.** Notwithstanding any provisions of the Instrument or the Loan Documents to the contrary, and subject to the provisions of this Amendment, Senior Lender agrees that Borrower may encumber the Mortgaged Property with a lien which shall be subordinate at all times to the lien of the Instrument, to secure an indebtedness of Borrower (the "**Second Lien**") from the Subordinate Lender described below (with its successors, assigns or transferees, the "**Subordinate Lender**") described as follows:

Subordinate Lender: Reilly Mortgage Group, Inc.

Address of Subordinate Lender: 2606 Corporate Ridge, Suite 925
McLean, Virginia 22102

Original Principal Amount of Second Note: \$2,125,000.00

Date of Second Note: As of January 28, 2002

Second Instrument: Multifamily Mortgage, Assignment of Rents and Security Agreement (Illinois Land Trust – Revision Date 11-01-2000)

Date of Second Instrument As of January 28, 2002

- 2. Default Under Second Lien.** Borrower's default under the Second Note, the Second Instrument or any other documents relating to the Second Lien (the "**Second Loan Documents**"), which default remains uncured after any applicable cure period, shall constitute an event of default under the terms of the Instrument, and shall entitle Senior Lender to invoke any and all remedies permitted to Senior Lender by applicable law, the Note, the Instrument or any of the other Loan Documents.
- 3. Notice to Subordinate Lender.** If Borrower is in default under the Note, the Instrument or any other Loan Documents, which default remains uncured after any applicable cure period, Senior Lender will give written notice of such default to Subordinate Lender at the address set forth in Section 1, above. Subordinate Lender shall have the right, but not the obligation, to cure any default under the Note, the

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Instrument or any other Loan Document within thirty (30) days following the date of such notice from Senior Lender. If Senior Lender is also the holder of the Second Note, Senior Lender shall not be required to comply with the provisions set forth in this Section. Further, Senior Lender and Borrower acknowledge and agree that Borrower shall not be a third party beneficiary of the provisions of this Section. Failure by Senior Lender to provide the notice set forth in this Section shall not prevent Senior Lender from exercising all rights and remedies it has or may have against Borrower.

4. **No Merger.** It is the intent of the parties to this Amendment that (a) if Senior Lender obtains title to the Property (by virtue of a foreclosure sale, a deed in lieu of foreclosure or otherwise) and Senior Lender is also or subsequently becomes the holder of the Second Note and Second Instrument, Senior Lender's title interest and lien interest SHALL NOT automatically merge so as to effect an extinguishment of the Second Instrument by operation of the doctrine of merger; and (b) if Subordinate Lender obtains title to the Mortgaged Property (by virtue of a foreclosure sale, a deed in lieu of foreclosure or otherwise) and Subordinate Lender is also or subsequently becomes the holder of the Note and Instrument, Subordinate Lender's title interest and lien interest SHALL NOT automatically merge so as to effect an extinguishment of the Instrument by operation of the doctrine of merger. Borrower acknowledges and agrees that no course of conduct by Borrower, Senior Lender or Subordinate Lender, subsequent to the date of this Amendment shall be used to demonstrate any intent contrary to the express intent stated in this Amendment. The parties agree that the holder of the Second Note is a third party beneficiary of the provisions of this Section and that no amendments, modifications, waivers or other limitations of this Section shall be effective without the prior written agreement of the holder of the Second Note.
5. **Coordination of Insurance and Condemnation Provisions.** In the event of any conflict between the terms and conditions of the Instrument and the Second Instrument concerning (a) property and liability insurance relating to the Mortgaged Property, or (b) any condemnation or other taking of all or any part of the Mortgaged Property, then the terms, provisions and requirements relating to insurance and condemnation set forth in the Second Instrument shall control, and Subordinate Lender shall exercise all rights and perform all duties of the "Lender" under such provisions of the Second Instrument.

ATTACHED EXHIBITS. The following Exhibits are attached to this Amendment:

- Exhibit A
 Exhibit B

Description of the Land (required)
Modifications to Amendment
**(NO MODIFICATIONS MAY BE MADE
TO THIS AMENDMENT WITHOUT
THE PRIOR WRITTEN CONSENT OF
COUNSEL FOR FREDDIE MAC.)**

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IN WITNESS WHEREOF, Borrower and Senior Lender have signed and delivered this Amendment or have caused this Amendment to be signed and delivered by their duly authorized representatives.

SENIOR LENDER:

WITNESS/ATTEST:

FEDERAL HOME LOAN MORTGAGE CORPORATION

Oscar P. Mendoza, Jr.
Oscar P. Mendoza, Jr.

By:

David J. Fetter

Name: David J. Fetter

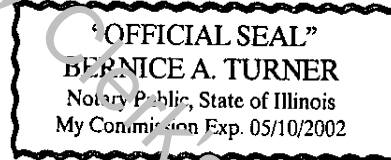
Title: Regional Manager

STATE OF Illinois, Cook County ss:

The foregoing instrument was acknowledged before me this 26 day of April, 2002, by David J. Fetter, Regional Manager of the Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States of America, on behalf of the said corporation.

Bernice A. Turner
Notary Public Bernice A. Turner

My Commission Expires: 05/10/2002



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BORROWER:

WITNESS/ATTEST:

PRAIRIE BANK AND TRUST COMPANY, not personally or individually, but solely as Trustee under the provisions of that certain Trust Agreement dated May 1, 1994 and known as Trust Number 94 002

TERESA M. BEBBS

Asst. Trust Officer

By: BAREN M. FINN

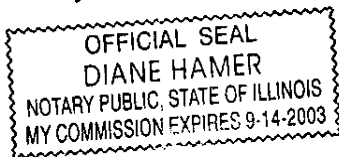
Name: BAREN M. FINN

Title: Asst. Trust Officer

STATE OF ILLINOIS, COOK County ss:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that BAREN M. FINN, Asst. Trust Officer of Prairie Bank and Trust Company, not personally or individually, but solely as Trustee under the provisions of that certain Trust Agreement dated May 1, 1994 and known as Trust Number 94 002, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Asst. Trust Officer and appeared before me this day, in person, and acknowledged that (s)he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Asst. Trust Officer did also then and there acknowledge that (s)he, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.

Given under my hand and notarial seal this 26th day of January, 2002.



Diane Hamer
Notary Public

My Commission Expires: 9/14/2003

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

PRAIRIE BANK AND TRUST COMPANY

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EXHIBIT A

(Legal Description)

PARCEL 1:

LOTS 1 AND 2 IN EDGEWATER WALK PHASE I, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND FOR THE RIGHT TO USE AND ENJOY THE RECREATIONAL AREA AND THE COMMON RECREATIONAL PROPERTIES AS SET FORTH IN THE FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RELATING TO COMMON RECREATIONAL PROPERTIES FOR EDGEWATER WALK CONDOMINIUM, RECORDED AUGUST 19, 1994 AS DOCUMENT 94737470 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 1/2 OF SAID NORTHEAST 1/4, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 2 IN EDGEWATER WALK PHASE I, BEING A SUBDIVISION OF PART OF SAID WEST 1/2 OF THE NORTHEAST 1/4 AND SAID POINT BEING 511.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHEAST 1/4; THENCE NORTH 89 DEGREES 54 MINUTES 11 SECONDS WEST 640.87 FEET ALONG THE SOUTH LINE OF SAID EDGEWATER WALK PHASE I; THENCE SOUTH 62 DEGREES 59 MINUTES 38 SECONDS WEST 231.03 FEET ALONG A SOUTHEASTERLY LINE OF SAID EDGEWATER WALK PHASE I, TO THE NORTHEASTERLY LINE OF LAKEWOOD DRIVE AS DEDICATED IN SAID SUBDIVISION; THENCE SOUTHEASTERLY 205.85 FEET ALONG SAID NORTHEASTERLY LINE OF LAKEWOOD DRIVE, BEING THE ARC OF A CIRCLE OF 271.00 FEET RADIUS CONVEX NORTHEASTERLY AND WHOSE CHORD BEARS SOUTH 5 DEGREES 14 MINUTES 44 SECONDS EAST, TO A SOUTHEAST CORNER OF SAID EDGEWATER WALK PHASE I; THENCE SOUTH 62 DEGREES 59 MINUTES 38 SECONDS WEST 125.51 FEET, TO THE MOST SOUTHERLY CORNER OF LOT 3 IN SAID EDGEWATER WALK PHASE I; THENCE NORTH 27 DEGREES 00 MINUTES 22 SECONDS WEST 109.50 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTH 61 DEGREES 34 MINUTES 29 SECONDS WEST 279.73 FEET; THENCE NORTH 80 DEGREES 08 MINUTES 33 SECONDS WEST 118.39 FEET ALONG A LINE WHICH INTERSECTS THE EAST LINE OF SAID NORTHWEST 1/4 AT A POINT 892.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 29; THENCE SOUTH 56 DEGREES 00 MINUTES 30 SECONDS WEST 260.52 FEET, TO A POINT IN THE WEST LINE OF THE EAST 231.00 FEET OF SAID NORTHWEST 1/4, SAID POINT BEING 1033.80 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AS MEASURED ALONG SAID WEST LINE; THENCE SOUTH 248.00 FEET ALONG SAID WEST LINE; THENCE NORTH 47 DEGREES 13 MINUTES 11 SECONDS EAST 120.86 FEET; THENCE NORTH 77 DEGREES 56 MINUTES 15 SECONDS EAST 373.24 FEET ALONG A LINE WHICH INTERSECTS SAID EAST LINE OF THE NORTHWEST 1/4 AT A POINT 1170.56 FEET SOUTH OF SAID NORTHEAST CORNER OF NORTHWEST 1/4; THENCE NORTH 39 DEGREES 48 MINUTES 20 SECONDS EAST 203.07 FEET; THENCE NORTH 63 DEGREES 43 MINUTES 24 SECONDS EAST 381.24 FEET; THENCE NORTH 49 DEGREES 03 MINUTES 24 SECONDS EAST 199.30 FEET; THENCE NORTH 69 DEGREES 47 MINUTES 32

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EXHIBIT A (Cont'd)

(Legal Description)

SECONDS EAST 125.21 FEET; THENCE SOUTH 61 DEGREES 03 MINUTES 02 SECONDS EAST 171.99 FEET; THENCE NORTH 66 DEGREES 48 MINUTES 05 SECONDS EAST 243.70 FEET, TO THE POINT OF INTERSECTION OF SAID EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD; THENCE NORTH 0 DEGREES 00 MINUTES 59 MINUTES EAST 97.93 FEET, TO THE DESIGNATED POINT OF BEGINNING AND EXCEPTING THAT PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID NORTHEAST 1/4, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 2 IN EDGEWATER WALK PHASE I, BEING A SUBDIVISION OF PART OF SAID WEST HALF OF THE NORTHEAST 1/4 AND SAID POINT BEING 511.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST 1/4; THENCE NORTH 89 DEGREES, 54 MINUTES, 11 SECONDS WEST, 640.87 FEET ALONG THE SOUTH LINE OF SAID EDGEWATER WALK PHASE I; THENCE SOUTH 62 DEGREES 59 MINUTES 38 SECONDS WEST, 231.03 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTHERLY ALONG A CIRCULAR CURVE CONCAVED TO THE WEST HAVING A RADIUS OF 271.00 FEET, A CENTRAL ANGLE OF 8 DEGREES, 54 MINUTES, 07 SECONDS AND AN ARC LENGTH OF 42.10 FEET TO THE POINT OF BEGINNING BEING A POINT OF NON-TANGENCY; THENCE NORTH 1 DEGREE, 23 MINUTES, 02 SECONDS EAST, 15.20 FEET; THENCE SOUTH 18 DEGREES, 39 MINUTES, 42 SECONDS EAST, 52.29 FEET; THENCE SOUTH 62 DEGREES, 28 MINUTES, 54 SECONDS WEST 21.78 FEET TO A POINT OF NON-TANGENCY ON THE EASTERLY RIGHT OF WAY LINE OF LAKEWOOD DRIVE, THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY OF LAKEWOOD DRIVE, BEING A CIRCULAR CURVE CONCAVED TO THE WEST HAVING A RADIUS OF 271.00 FEET, A CENTRAL ANGLE OF 11 DEGREES, 51 MINUTES, 51 SECONDS AND AN ARC LENGTH OF 56.12 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 16703 Lakewood Drive
Tinley Park, Illinois 60477

Permanent Tax Nos.: 28-29-200-003-0000
28-29-200-004-0000

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prepared by and

WHEN RECORDED RETURN TO:

Robert B. Joselow, Esq.
PEPPER HAMILTON, LLP
600 Fourteenth Street, NW
Washington, DC 20005-2004

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