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LOAN NUMBER 10154-0423

PREPARED BY:

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Hickory Hills, Illinois 60457
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Doc#: 1009046032 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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Mail To:

PDC Department
Standard Bank and Trust Company
7725 West 98th Street
Hickory Hills, IL 60457

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING
STATEMENT
AND
FIRST AMENDMENT TO ASSIGNMENT OF RENTS

The MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") and Assignment of Rents ("Assignment") made **November 28, 2005** by Standard Bank and Trust Company, 7800 W. 95th Street, Hickory Hills, IL 60457, not personally but as Trustee under a Trust Agreement dated **November 2, 2005**, and known as Trust **19139**, ("Trustee") in favor of STANDARD BANK AND TRUST COMPANY, its successors and assigns, 7800 West 95th Street, Hickory Hills, Illinois 60457, ("Lender") is amended as follows effective **January 1, 2010**:

WHEREAS, Trustee represents itself to be the owner of the real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference except for those portions of said real estate which have been heretofore conveyed; and

WHEREAS, Trustee and its Beneficiary ("collectively "Borrower" herein) have heretofore executed, inter alia, a certain Mortgage and separate Assignment encumbering the real estate described on Exhibit "A" to secure in part the Note of Trustee and its Beneficiary to Lender in the principal sum of **Six Million Seven Hundred Seventy-Five Thousand (\$6,775,000.00 Dollars)** and which Mortgage and Assignment are dated **November 28, 2009**, and were recorded in the Office of the Recorder of Cook County, Illinois, on **December 1, 2005**, as Document Numbers 0533534130 and 0533534131 respectively; and

WHEREAS, Borrower and Lender have agreed to modifications to the Loan Documents.

NOW, THEREFORE, provided that Borrower executes or causes to be executed appropriate amendments to the Loan Documents and pays all fees and costs incurred, including, but not limited to, Lender's attorney fees, recording charges and processing fees, Trustee and Lender hereby agree to amend the Mortgage and Assignment as follows:

The principal balance of the Note secured in part by the Mortgage and Assignment is reduced to **Six Million One Hundred Nineteen Thousand Eight Hundred and 83/100 Dollars (\$6,119,800.83)**.

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UNOFFICIAL COPY

LOAN NUMBER 10154-0423

All that part of the Mortgage commencing after WITNESSETH on page 1 and prior to THAT, as partial consideration on page 2 is deleted and replaced with the following:

THAT WHEREAS, Trustee and Trustee's Beneficiary (individually and collectively, as the context requires, referred to herein as "Borrower" have concurrently herewith executed an Amended and Restated Note ("Note") of same date herewith, in the principal sum of **Six Million One Hundred Nineteen Thousand Eight Hundred and 83/100 Dollars (\$6,119,800.83)**. The Note shall bear interest on the principal balance of the Note outstanding from time-to-time from the date of initial disbursement until the earlier of (a) the occurrence of an Event of Default, or (b) the date of the maturity of the principal balance of the Note whether by acceleration or otherwise according to the terms of the Note or the terms of the Loan Agreement (the Maturity Date"), at the initial nominal per annum rate of **Six and One-Quarter (6.25%) percent**. The interest rate on the outstanding principal balance of this Note as it changes from time to time is referred to as the "Note Rate". The Note shall be initially be payable in monthly installments of principal and interest of **Forty-Nine Thousand Eight Hundred Seventy-Eight and 59/100 (\$49,878.59) Dollars** commencing **January 1, 2006** and on the first day of each subsequent month through and including **November 1, 2009**. An interest only payment on the principal balance of the Note outstanding from time-to-time shall be due on December 1, 2009 and January 1, 2010. Effective **January 1, 2010**, the interest rate on the principal balance of the Note outstanding from time-to-time shall be reduced to **Zero percent (0%)** through and including **February 28, 2010**. Principal payments will abate effective **December 1, 2009** until **July 1, 2010** at which time all unpaid principal will be due in full. Effective **March 1, 2010**, the interest rate on the principal balance of the Note outstanding from time-to-time shall be increased to **Three and One-Half percent (3.5%)** payable monthly commencing **April 1, 2010** and the **first (1st)** day of each subsequent month through and including **July 1, 2010**, at which time any unpaid principal and all accrued interest, if not sooner paid, shall be due in full. Interest on the Note shall be computed on its principal balance outstanding from time-to-time on the basis of a **360-day year** and charged for the actual number of days elapsed. Interest on the principal balance of the Note outstanding from date of disbursement through and including the last day of the month of initial disbursement shall be paid at disbursement of the Note. Upon maturity of the principal balance of the Note whether by acceleration or otherwise according to the terms of the Note or the terms of this Loan Agreement, the remaining unpaid principal balance of this Note shall accrue interest at the per annum rate equal to the Note Rate plus **five (5%) percent** until paid ("Default Rate"). If any installment payment or the maturity payment due hereunder is not paid within **fifteen (15) days** of the due date then such installment payment or maturity payment will be subject to a late charge in the amount of **five (5%) percent** of the installment or maturity payment then due. All payments of principal, interest or other fees, costs and expenses due Lender shall be made in lawful money of the United States of America at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the address of Lender set forth above.

The Note may be prepaid in full or in part prior to maturity, whether by acceleration or otherwise according to the terms of the Note or the terms of the Loan Agreement. A prepayment penalty of **six (6) months** interest shall be assessed on voluntary or involuntary principal prepayments prior to maturity exceeding **twenty (20%) percent** of the original principal amount of the Note. Penalty interest shall be computed on the basis of the principal balance of the Note immediately prior to the principal prepayment which would result in aggregate prepayments during the then current loan year exceeding **twenty (20%) percent** of the original principal amount of the Note and at the Note Rate of interest then in effect. A Loan year is **twelve (12) months** commencing the date of disbursement of the Loan and ending **twelve (12) months** thereafter and subsequent **twelve (12) month** periods thereafter.

This Mortgage is made pursuant to the terms and provisions of a certain Mortgage Loan Agreement among Borrower, Lender and others dated the same date herewith. Said Loan Agreement is incorporated herein by reference.

THE MAXIMUM AMOUNT OF THIS MORTGAGE SHALL NOT EXCEED \$12,239,601.66. THE NOTE SECURED BY THIS MORTGAGE HAS A VARIABLE RATE FEATURE AND A BALLOON FEATURE

UNOFFICIAL COPY

LOAN NUMBER 10154-0423

Paragraph 21 is amended to read as follows:

21. If one or more of the following Events of Default occur:

A. Default, and continuance thereof for **fifteen (15) days** after receipt of written notice from Lender, in payment of any principal of, or any interest on, this Note or any other indebtedness due Lender from Borrower or Guarantor, if any; or

B. Any indebtedness of Borrower or Guarantor, if any, becomes or is declared to be due and payable prior to its expressed maturity by reason of any default by Borrower or Guarantor, if any, in the performance or observance of any obligation or condition; or

C. Borrower or Guarantor, become insolvent or admit in writing its or his inability to pay debts as they mature or applies for, consents to or acquiesces in the appointment of a trustee or receiver for Borrower or Guarantor, or any Collateral; or, in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Borrower or Guarantor and, if instituted by or against Borrower or Guarantor, are consented to or acquiesced in by Borrower or Guarantor or remains pending for **ninety (90) days**, or Borrower or Guarantor, if any, shall make an assignment for the benefit of creditors; or

D. Borrower or Guarantor, if any, shall fail within **sixty (60) days** after filing or entry to pay or bond or otherwise discharge any attachment or judgment not covered by insurance which is not stayed on appeal, or otherwise which involves money or property of a value in excess of **\$25,000.00**; or

E. There shall occur an abandonment of any construction of any improvements or buildings on any Collateral or stoppage thereof for more than **ninety (90) consecutive days** (subject to matters beyond the control of Borrower, Guarantor, if any, or third party Collateral pledgor, if any); or

F. A default occurs by Borrower, Guarantor, if any, or third party Collateral pledgor, if any, in the performance of any of the agreements or covenants in a Loan Document (and not constituting an event of default under any of the preceding subsections of this paragraph) and the continuance of such default for **thirty (30) days** after notice in writing thereof to Borrower, Guarantor, if any, or third party Collateral pledgor, if any, from Lender except, in the event the same cannot reasonably be cured within said **thirty (30) day** period, and Borrower, Guarantor, if any, or third party Collateral pledgors, if any, commences to cure and diligently prosecutes the same to completion, such **thirty (30) day** period shall be extended for a reasonable time to cure such default; or

G. Any representation made in a Loan Document is untrue in any material respect, or any schedule, statement, report, notice, assignment or other writing furnished to Lender is untrue in any material respect on the date as of which the facts set forth are stated or certified; or

H. Lender, or regulatory authority shall disapprove at any time of any construction work on the Premises as not being in compliance with the provisions of the Loan Agreement or applicable law and Borrower, Guarantor, if any, or third party Collateral pledgors, if any, shall fail to cause same to be corrected to the reasonable satisfaction of Lender and the satisfaction of regulatory authority within **thirty (30) days** after notification thereof except, in the event the same cannot reasonably be cured within said **thirty (30) day** period, and Borrower, Guarantor, if any, or third party Collateral pledgors, if any, commences to cure and diligently prosecutes the same to completion, such **thirty (30) day** period shall be extended for a reasonable time to cure such default; or

I. The occurrence of the bankruptcy or insolvency of any contractor of Borrower, Guarantor, if

UNOFFICIAL COPY

LOAN NUMBER 10154-0423

any, or third party Collateral pledgors, if any, constructing any improvements or buildings on any Collateral and failure of Borrower, Guarantor, if any, or third party Collateral pledgors, if any, to procure a contractor with a new contract satisfactory to Lender with **sixty (60) days** from the occurrence of such bankruptcy or insolvency; or

J. Failure of Borrower or Guarantor, if any, or third party Collateral pledgors, if any, for a period of **sixty (60) days** after Lender's demand to procure to Lender's satisfaction dismissal or disposition of any proceedings seeking to enjoin or otherwise prevent or declare invalid or unlawful any construction, occupancy, maintenance or operation of the improvements or any portion thereof, of any Collateral or of any proceedings which could or might affect the validity of the title of Borrower, Guarantor, if any, or third party Collateral pledgors, if any, to any Collateral or of the lien of Lender thereon, or which could or might materially affect the ability of Borrower, Guarantor, if any, or third party Collateral pledgors, if any, to perform this Loan Agreement; or

K. Such a change occurs in the financial condition or affairs of Borrower, Guarantor, if any, or third party Collateral pledgors, if any, which, in the opinion of Lender in Lender's sole discretion, materially impairs Lender's security or increases Lender's risk; or

L. The failure of Borrower, Guarantor, if any, or third party Collateral pledgors, if any, to establish and maintain and cause to be established and maintained Borrower's general operating accounts in form and substance reasonably satisfactory to Lender while any sums remain due Lender under the Loan Agreement;

M. Any prior or subordinate liens or encumbrances, except those in favor of Lender, are recorded against the Premises except the lien of real estate taxes not yet due and payable and any lien to Lender;

N. Borrower violates any Financial Covenant or Ratio contained in a Loan Document. Lender will impose a Financial Covenants and Ratios Violation Fee equal to an amount not less than one percent (1%) of the aggregate amount of the principal balance of the Loan plus any undisbursed principal balance of the Loan as of the evaluation date for each violation of a required Financial Covenant or Ratio. For all purposes herein, in addition to compliance with specific Financial Covenants and Ratios, failure of Borrower, Guarantors and others as set forth herein to maintain their respective principal deposit accounts with Lender in a manner acceptable to Lender in Lenders sole discretion or failure of Borrower or Guarantor to comply with the Covenants set forth herein shall be deemed a violation of a required Financial Covenant. The Financial Covenants and Ratios Violation Fee is intended as liquidated damages to compensate Lender for additional costs and additional risk incurred as a result of such violations and represents the parties' reasonable estimate of such additional costs and compensation for such additional risk. The assessment and payment of a Financial Covenant and Ratio Violation Fee does not relieve Borrower or Guarantor of the obligations of compliance with the required Financial Covenant or Ratio that was violated and shall not preclude Lender from declaring an Event of Default;

O. A default occurs by Borrower, Guarantor or any other person not a party to this Loan Agreement in the performance of any term, provision or covenants in a Loan Document (and not constituting an Event of Default under any of the preceding subsections of this Paragraph) and the continuance of such default for **twenty (20) days** after notice in writing thereof to Borrower, Guarantor or such any other person not a party to this Loan Agreement from Lender;

then Lender may exercise any rights available to Lender under the Loan Documents including, but not limited to, declaring the Note to be immediately due and payable, time being the essence of the Note, all without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived. Lender shall advise Borrower and of any such declaration, but failure to do so promptly shall not impair the effect of such declaration.

Paragraph 42 is added as follows:

UNOFFICIAL COPY

LOAN NUMBER 10154-0423

Trustee and Lender further agree that except as amended herein, said Mortgage and Assignment are in full force and effect according to their respective original terms and that no defense exists to the enforcement of the terms and provisions of the Mortgage or Assignment as amended herein. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Mortgage or Assignment, the terms and provisions of this Amendment shall prevail.

This First Amendment to Mortgage, Security Agreement and Financing Statement and First Amendment to Assignment of Rents is executed by Trustee, not personally, but as Trustee aforesaid, in the exercise of the power and authority conferred and vested in it as such Trustee and is payable only out of the property specifically described in the Mortgage or other assets securing the payment hereof by enforcement of the provisions contained in the Mortgage or in related security agreements. No personal liability shall be asserted or be enforceable against the Trustee, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by any co-maker, guarantor, co-signor, surety or endorser of the Note secured hereby, if any, and each original and successive holder of the Mortgage accepts the same upon the express conditions that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Premises described in the Mortgage, or the proceeds arising from the sale or other disposition thereof, unless the Trustee has executed an Assignment of Rents in favor of Lender. In case of default hereunder, including default in the payment of the Note, as amended and as amended and restated from time-to-time, or of any installment thereof, the remedy of the holder hereof against the Trustee shall be by foreclosure of the Mortgage or other security interest given to secure the Note, as amended and as amended and restated from time-to-time, in accordance with the terms and provisions in this Mortgage or other such security agreement, the enforcement of any Assignment of Rents made by the Trustee or by action to enforce the personal liability of the co-maker of the Note or the guarantor, co-signor, surety or endorser, if any, of the payments due under the Note, as amended and as amended and restated from time-to-time, concurrently or consecutively.

The PIN for the Premises on Exhibit "A" is amended to read 27-22-102-043-000.

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SIGNATURE PAGE FOLLOWS

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LOAN NUMBER 10154-0423

IN WITNESS WHEREOF, Borrower has caused this First Amendment to Mortgage to be signed by its duly authorized Officers as of **January 1, 2010**.

Standard Bank and Trust Company,
not personally but as Trustee under
Trust Agreement Dated November 2, 2005,
and known as Trust Number 19139

By: *Patricia Ralphson*
Patricia Ralphson, AVP

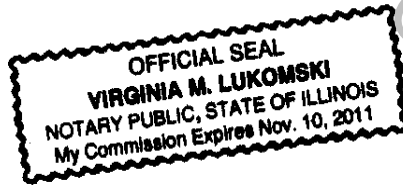
Attest: *Donna Diviero*
Donna Diviero, ATO

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that Patricia Ralphson, AVP and Donna Diviero, ATO, personally known to me to be Officers of STANDARD BANK AND TRUST COMPANY, an Illinois Banking Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation AS TRUSTEE, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of **January 1, 2010**.

Virginia M. Lukowski
Notary Public



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LOAN NUMBER 10154-0423

EXHIBIT "A" TO FIRST AMENDMENT TO MORTGAGE

LEGAL DESCRIPTION

PARCEL I

LOT 1 IN THE SUMMIT PARK, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SUBDIVISION DATED JULY 23, 2003 AND RECORDED OCTOBER 22, 2004 AS DOCUMENT NUMBER 0429627111 IN COOK COUNTY ILLINOIS.

PARCEL II

EASEMENT FOR THE BENEFIT OF PARCEL 1 CONTAINED IN DECLARATION OF CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 14, 2004 AS DOCUMENT 0428827163 FOR INGRESS AND EGRESS OVER PARKING AND DRIVEWAY AREAS CURRENTLY LOCATED ON LOTS 2, 3, 4 AND 5 IN SUMMIT PARK SUBDIVISION AFORESAID.

P.I.N. 27-22-102-043-0000

Commonly Known As: 16115 -16141 S LaGrange Road, Orland Park, IL 60467