



Loan No. 154-0723

Doc#: 1020041029 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/19/2010 10:44 AM Pg: 1 of 4

PREPARED BY:

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Hickory Hills, Illinois 60457
(708) 430-1300

MAIL TO:

Standard Bank and Trust Company
PDC Loan Documentation
7725 W. 98th St
Hickory Hills, Illinois 60457

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SECOND AMENDMENT TO CONSTRUCTION/PERMANENT
MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT
AND SECOND AMENDMENT TO ASSIGNMENT OF RENTS

The CONSTRUCTION/PERMANENT MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") and Assignment of Rents ("Assignment") made on or about June 7, 2007 by Standard Bank and Trust Company, 7800 W. 95th St., Hickory Hills, IL 60457, not personally but as Trustee under a Trust Agreement dated April 23, 2007, and known as Trust 19902 (hereinafter, referred to as the "Trustee") are further amended as set forth below effective June 24, 2010:

WITNESSETH

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 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 **Twelve Million Six Hundred Seventy Five Thousand (\$12,675,000.00) Dollars**, and which Mortgage and Assignment were recorded **June 20, 2007**, in the Office of the Recorder of Cook County, Illinois as Document Nos. **0717135266** and **0717135267** respectively ; and

WHEREAS, Trustee has heretofore executed, inter alia, a certain First Amendment to Mortgage and Assignment encumbering the real estate described on Exhibit "A" to secure in part the First Amended and Restated Note of Borrower to Lender in the principal sum of **Thirteen Million Sixty Thousand (\$13,060,000.00) Dollars**, and which First Amendment to Mortgage and Assignment was recorded **March 21, 2008** in the Office of the Recorder of Cook County, Illinois as document number **0808133130**; and

WHEREAS, Borrower and Lender have agreed to reduce the principal amount of the Note secured in part by the Mortgage and Assignment, convert the Note and Mortgage to a Permanent Loan and make other changes to the Loan Documents.

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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, the Borrower and Lender hereby agree to amend the Mortgage and Assignment of Rents as follows:

The first "WHEREAS" paragraph of the Mortgage is deleted and the following inserted in its place:

THAT WHEREAS, Trustee and its beneficiary (hereinafter individually and collectively as the context requires Trustee and its beneficiary are sometimes referred to as "Borrower") have executed a Second Amended and Restated Note bearing the same date herewith, in the principal sum of **Thirteen Million Fifty Seven Thousand Two Hundred Thirty and 62/100 (\$13,057,230.62) Dollars**. Borrower will pay Lender the principal sum of **Thirteen Million Fifty Seven Thousand Two Hundred Thirty and 62/100 (\$13,057,230.62) Dollars** or such lesser sum as is outstanding from time to time together with interest on the principal balance remaining unpaid from time to time from **June 24, 2010** 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 nominal fixed rate of **Five percent (5%)** ("Note Rate"). The principal balance of the Note will be amortized over **twenty-five (25) years** at the Note Rate and is payable in monthly installments of principal and interest of **Seventy Six Thousand Nine Hundred Sixty Nine and 84/100 (\$76,969.84) Dollars** commencing **August 1, 2010** and on the first day of each subsequent month through and including **July 1, 2012** at which time all unpaid principal and interest shall be due and payable in full. Interest on the principal balance of the Note outstanding from time to time shall be computed on the basis of a year consisting of **three hundred sixty (360) days** and paid for the actual days elapsed. Upon the occurrence of an Event of Default that is not cured within any cure period set forth in the Loan Documents, interest shall accrue on principal balance of the Note outstanding from time-to-time at a nominal rate equal to the Note Rate plus five percent (5.0%) ("Default Rate"); provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The Default Rate interest accruing hereunder shall be deemed demanded and immediately due and payable by Borrower to the holder of this Note and shall be additional indebtedness evidenced by the Note and secured by the Collateral. If any installment payment or the Maturity Payment due under the Note 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 SECURED BY THIS MORTGAGE CONTAINS A VARIABLE RATE FEATURE. THE MAXIMUM AMOUNT SECURED BY THIS MORTGAGE IS **\$26,114,461.24**

The introductory paragraph of the Assignment of Rents is deleted and the following inserted in its place:

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, Standard Bank and Trust Company, 7800 W. 95th St., Hickory Hills, IL 60457, not personally but as Trustee under a Trust Agreement dated **April 23, 2007**, and known as Trust **19902** (hereinafter referred to as the "Trustee"), did execute a Second Amendment to Mortgage, Security Agreement and Financing Statement and to Second Amendment to Assignment of Rents herewith in favor of Standard Bank and Trust Company, its successors and assigns, 7800 W. 95th Street, Hickory Hills, IL 60457, ("Lender") to secure a Second Amended and Restated Note made by Borrower in the principal sum of **Thirteen Million Fifty Seven Thousand Two Hundred Thirty and 62/100 (\$13,057,230.62) Dollars**, (with all renewals, amendments, and replacements, the "Note") mortgaging the real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference ("Premises" herein) to Lender.

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Trustee further agrees that except as amended herein and as previously amended, said Mortgage and Assignment are in full force and effect according to their respective original terms and that no defense, setoff or counterclaim exists to the enforcement of the terms and provisions of said Mortgage or Assignment, as amended from time to time, as of the date hereof. In the event of a conflict between this Second Amendment to Mortgage, Security Agreement and Financing Statement and Second Amendment to Assignment of Rents and the underlying Mortgage or Assignment, or a previous amendment of either, the terms and provisions of this Second Amendment to Mortgage, Security Agreement and Financing Statement and Second Amendment to Assignment of Rents shall prevail.

IN WITNESS WHEREOF, Trustee has caused this Mortgage to be signed and attested by its duly authorized Officers as of **June 24, 2010**.

Standard Bank and Trust Company
not personally but as Trustee under
Trust Agreement dated April 23, 2007
and known as Trust No. 19902

By: *Patricia Ralphson*
Patricia Ralphson, aVP

Attest: *Donna Diviero*
Donna Diviero, aTO

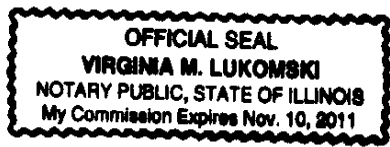
This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, a corporation in and for the State of Illinois, as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to guarantee the rental income and profits deriving from the premises described in any other property which it may hold under the terms and conditions of said Trust Agreement.

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 aforesaid in connection with the financing of the Premises.

GIVEN under my hand and official seal as of **June 24, 2010**.

Virginia M. Lukowski
NOTARY PUBLIC



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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN ORBITZ GROUP LLC SUBDIVISION, OF PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 2003 AS DOCUMENT NO. 0317103059, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 27-22-102-013-0000 and 27-22-102-014-0000

COMMONLY KNOWN AS: 16235 S. LaGrange Road, Orland Park, IL 60462