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Loan Number 101540179



Doc#: 1115226256 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/01/2011 01:55 PM Pg: 1 of 7

Prepared By:
James B. Carroll, Esq.
7800 W. 95th St, 2nd Fl East
Hickory Hills, IL 60457
(708) 430-1300

MAIL TO:
Standard Bank and Trust Co
ATTN: PDC
7725 W. 98th St,
Hickory Hills, IL 60457

Fourth Amendment to Second Mortgage, Security Agreement and Financing Statement

The Second Mortgage, Security Agreement and Financing Statement ("Mortgage") made November 12, 2004 by Balwinder Kaur, 6941 W. 156th Pl., Oak Forest, IL 60452, (referred to herein as "Mortgagor") in favor of **STANDARD BANK AND TRUST COMPANY**, an Illinois Banking Corporation ("Lender"), 7800 W. 95th Street, Hickory Hills, IL 60457 is further amended as follows:

WHEREAS, the said Trustee has heretofore executed a certain Second Mortgage, Security Agreement and Financing Statement ("Mortgage") encumbering the real estate described on Exhibit "A" hereto to secure a Construction Note ("Note") in the principal amount of **One Million (\$1,000,000.00)** Dollars payable to Lender dated November 12, 2004, and which Mortgage was recorded in the Office of the Recorder of Cook County, Illinois, on November 3, 2005, as document no. 0530708103; and

WHEREAS, said Mortgage was amended to increase the principal balance of the Note secured in part by the Mortgage to **One Million Fifty Thousand (\$1,050,000.00)** Dollars and extended the Maturity Date by an Amendment recorded in the Office of the Recorder of Cook County, Illinois, on March 21, 2006 as document No. 0608008073; and

WHEREAS Balwinder Kaur subsequently conveyed the real estate described on Exhibit "A" hereto Standard Bank and Trust Company, not personally but as Trustee under Trust Agreement dated July 26, 2007 and known as Trust No. 20029 ("Trustee" herein);

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WHEREAS Trustee expressly assumes the obligations of the Mortgagor under the Mortgage and ratifies the Mortgage as amended from time to time and agrees to perform all covenants, conditions, duties and obligations contained therein and agrees to pay the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof; and

WHEREAS, said Mortgage was further amended by an Amendment recorded in the Office of the Recorder of Cook County, Illinois, on April 26, 2010 as document No. 1011633107; and

WHEREAS, said Mortgage was further amended by unrecorded Amendments; and

WHEREAS, said Note secured in part by the Mortgage is being further amended; and

NOW, THEREFORE, the Mortgagor, Trustee and Lender hereby agree to amend the Mortgage to reflect the following:

All that part of Page 1 of the Mortgage after **WITNESSETH** and before the maximum amount secured by this Mortgage is \$2,000,000.00 is deleted and the following substituted in its place:

THAT WHEREAS, Mortgagor and Standard Bank and Trust Company, not personally but as Trustee under a Trust Agreement dated March 18, 2004, and known as Trust No. 18172, (individually and collectively, as the context requires, referred to herein as "Borrower") have executed a Note bearing the same date herewith, the principal sum of **Eight Hundred Fifty-Four Thousand Seven Hundred Two and 52/100 Dollars (\$854,702.52)** with interest on the unpaid principal balance from time-to-time due on the Note evidencing the Permanent Loan until the earlier of (a) the next date of adjustment of the interest rate as set forth below, or (b) the date of the maturity of an installment payment on 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 a nominal interest rate equal to **7.61% (300 basis points over the 5 year Treasury Rate)** but in no event will this interest rate be less than **7.61%** per cent. The nominal interest rate on the outstanding principal balance of the Note as it changes from time to time is referred to herein as the "Note Rate". Installments of principal and interest in the amount of **Nine Thousand Eight Hundred Sixty-Eight and 07/100 (\$9,868.07) Dollars** shall be payable monthly installments commencing the **first day of April, 2006** and on the first day of each subsequent month through and including **March 1, 2011**. Effective the **March 1, 2011**, the Note Rate on the principal balance of the Note unpaid from time-to-time shall be adjusted to equal a Note Rate of **7.61%**. Upon adjustment of the Note Rate, the then outstanding principal balance of the Note shall be reamortized over **10** years at the most recent adjusted Note Rate and shall be payable in monthly installments of principal and interest in the amount of **Ten Thousand Two Hundred Forty-Seven and 09/100 Dollars (\$10,247.09)** commencing the **April 1, 2011**, and on the first day of each subsequent month through and including **March 1, 2016**. Effective the **March 1, 2016**, the Note Rate on the principal balance of the Note unpaid from time-to-time shall be adjusted to a Note Rate equal to **300 basis points over the 5 year Treasury Rate** but in no event will this Note Rate be less than **7.61%** per cent. Upon adjustment of the Note Rate, the then outstanding principal balance of the Note shall be reamortized over **5** years at the

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most recent adjusted Note Rate and shall be payable in monthly installments of principal and interest commencing the **April 1, 2016**, and on the first day of each subsequent month until **March 1, 2021**, at which time all unpaid principal and accrued interest is payable 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. 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 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 the 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 and as more fully set forth in the Amended and Restated Note and in the Loan Agreement as amended from time to time made by and among Borrower, Lender and others and which Amended and Restated Note and Loan Agreement as amended from time to time are incorporated herein by this reference.

Paragraph 21 is amended to add the following subsections:

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 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, Collateral Pledgor or Guarantor to comply with the Covenants set forth herein will 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, Collateral Pledgor or Guarantor of the obligations of compliance with the required Financial Covenant or Ratio that was violated and will not preclude Lender from declaring an Event of Default;

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O. A default occurs by Borrower, Guarantor or any Collateral Pledgor 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 any such Collateral Pledgor not a party to this Loan Agreement from Lender;

Mortgagor and Trustee further agree that said Mortgage is in full force and effect according to its original terms, as amended from time to time. Mortgagor and Trustee further acknowledges that neither Mortgagor nor Trustee have any defense against Lender's enforcement of the Mortgage, as amended from time to time, or setoff claim or counterclaim against Lender arising under the Loan Documents, as amended, amended and restated or added from time to time or any banking relationship existing on or prior to the date hereof. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Mortgage or a previous amendment, the terms and provisions of this Amendment shall prevail.

This Fourth Amendment To Mortgage is executed by the 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 this Mortgage or other assets securing the payment hereof by enforcement of the provisions contained in this 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 maker, guarantor, co-signor, surety or endorser of the Note secured hereby, if any, and each original and successive holder of this 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 this 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 or of any installment thereof, the remedy of the holder hereof against the Trustee shall be by foreclosure of this Mortgage or other security interest given to secure the Note, 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 maker of the Note or the guarantor, co-signor, surety or endorser, if any, of the payments due under the Note, concurrently or consecutively.



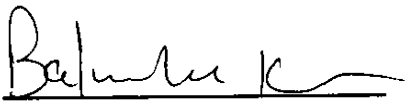
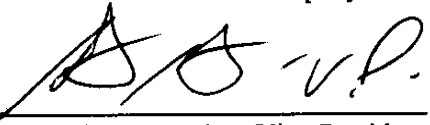
SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the undersigned have signed or caused this **Fourth Amendment** to Mortgage to be signed and delivered individually or by their respective duly authorized Officers as of **April 29, 2011** effective as of **March 1, 2011**.

TRUSTEE:	MORTGAGOR
Standard Bank and Trust Company, not personally but as Trustee under Trust Agreement dated July 26, 2007 and known as Trust No. 20029 By:  Patricia Ralphson, AVP Attest:  Donna Diviero, AIC	 Balwinder Kaur
LENDER:	
Standard Bank and Trust Company By:  Anthony Martino, Vice-President	

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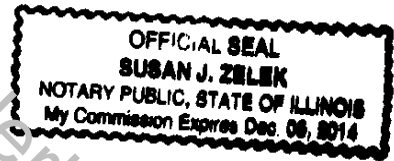
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

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 ~~April 29, 2011~~ effective as of **March 1, 2011**.
May 26, 2011

Susan J. Zelek
NOTARY PUBLIC

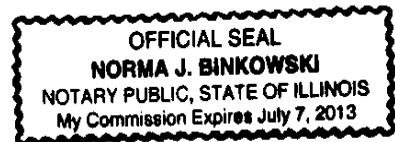


STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Balwinder Kaur, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered this Affidavit as her free and voluntary act in connection with the financing of the Premises.

GIVEN under my hand and official seal as of **April 29, 2011** effective as of **March 1, 2011**.

Norma J. Binkowski
Notary Public



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EXHIBIT "A"
TO THE MORTGAGE

LEGAL DESCRIPTION:

LOT 77 IN BRAMBLEWOOD PHASE 2, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN: 28-18-303-010-0000

COMMONLY KNOWN AS 6941 W 156TH PL, OAK FOREST, IL 60452

Property of Cook County Clerk's Office