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This Document was prepared by and should be returned to:  
First Eagle Bank  
1040 E. Lake St.  
Hanover Park, IL. 60133

Doc#: 1130804050 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/04/2011 09:48 AM Pg: 1 of 11

**FOURTH AMENDMENT TO LOAN DOCUMENTS**

This Fourth Amendment to Loan Documents ("Third Amendment") is dated as of the 19th day of July, 2011 and made by and between Agee Family Holding Group, LLC, an Illinois limited liability company, ("Borrower"); Jodi S. Agee and At The Tracks, Ltd., an Illinois corporation (individually and collectively referred to herein as "Guarantor"); and First Eagle Bank f/ka First Eagle National Bank ("Lender").

A. On January 19, 2005 Lender made a loan (the "Loan") to Lakeside Bank, not personally but as Trustee under Trust Agreement dated January 14, 2005 ("Trustee") in the amount of \$775,000.00. The Loan was assumed by Borrower pursuant to the Assumption and Modification Agreement dated June 7, 2006 and the amount of the Loan was increased to \$857,919.20 as evidenced by the Promissory Note of Borrower in favor of Lender dated June 7, 2006 in the principal amount of \$857,919.20 as amended by the (i) Second Amendment to Loan Documents dated January 8, 2008 and (ii) Third Amendment to Loan Documents dated January 19, 2011 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated January 19, 2005, and recorded as Document Nos. 0502633171 and 0502633172, respectively, with the Recorder of Deeds of Cook County, Illinois which was executed by Trustee in favor of Lender and which created a first lien on the property ("Property") known as 325 N. Jefferson Street, Chicago, IL. which is legally described on Exhibit "A" attached hereto and made a part hereof. Pursuant to the Assumption and Modification Agreement dated June 7, 2006 Borrower assumed, among others, the liabilities and obligations of Trustee under the Mortgage.

Prepared By: NPV

Officer Review

Initial Review *JB* Date 10/11/11

Final Review *JB* Date 10/11/11

Loan No. 49871

Box 400-CTCC

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P 10  
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C. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantor dated January 19, 2005. The Note, Mortgage, Guaranty, and any and all other documents executed pursuant to or in connection with the Loan by Borrower, Trustee, or Guarantor, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents".

D. The Second Amendment to Loan Documents dated January 19, 2008, among others, extended the Maturity Date of the Loan to January 19, 2011 and reduced the interest rate to 6.75% per annum. The Third Amendment to Loan Documents dated January 19, 2011, among others, further extended the Maturity Date of the Loan to July 19, 2011 and provided for a new schedule of payment.

E. Borrower and Guarantor request the further extension of the Maturity Date of the Loan. Lender has agreed to the request as aforesaid, subject to the following covenants, agreements, representations and warranties.

**NOW THEREFORE**, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Amounts of Loans, Maturity Dates, Interest Rates, and Schedule of Payments.** The Loan, that has a current principal balance of \$790,418.75, will be split, effective as of the date hereof, into two (2) loans in the amounts of \$535,000.00 and \$255,418.75. Concurrent with the execution hereof, Borrower shall execute and deliver to Lender two (2) promissory notes ("Amended and Restated Promissory Notes") payable to the order of Lender in the amounts of:

- i. Loan A - \$535,000.00. Subject to any payment changes resulting from changes in the Index (as defined in the Amended and Restated Promissory Note A) Borrower will pay this loan, together with interest from the date hereof on the principal amount remaining from time to time outstanding until paid in full, as follows:
  - a. 60 consecutive monthly payments of principal and interest in the amount of \$3,665.87 each, beginning August 19, 2011, with interest calculated on the unpaid principal balances using a fixed interest rate of 6.25% per annum from the date hereof until July 18, 2016, with all subsequent monthly payments to be due on the same day of each month after that;
  - b. 59 consecutive monthly payments of principal and interest in the initial amount of \$3,665.87 each, beginning August 19, 2016, with interest from July 19, 2016 until paid in full, calculated on the unpaid principal balances from using a fixed interest rate which is the

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greater of (i) 4.690% percentage points above the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 5 years as such yield as such yield is reported in The Federal Reserve Statistical Release H.15 Federal Reserve Bulletin 45 days prior to July 19, 2016 or if such publication is discontinued, then any other publication of national circulation designated by Lender and (ii) 6.25% per annum, with all subsequent monthly payments to be due on the same day of each month after that;

- c. 1 final principal and interest payment at Maturity on July 19, 2021 with interest from June 19, 2016 until paid in full, calculated on the unpaid principal balances using a fixed interest rate which is the greater of (i) 4.690% percentage points above the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 5 years as such yield as such yield is reported in The Federal Reserve Statistical Release H.15 Federal Reserve Bulletin 45 days prior to July 19, 2016 or if such publication is discontinued, then any other publication of national circulation designated by Lender and (ii) 6.25% per annum. The actual payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under Loan A.
- i. Loan B - \$255,418.75. Borrower will pay this loan, together with interest from the date hereof until paid in full, on the principal amount remaining from time to time outstanding at the interest rate equal to the greater of (i) 1% above the Index (as defined in the Amended and Restated Promissory Note B) and (ii) 6.50% per annum, as follows:
- a. 5 consecutive monthly payments of interest only beginning August 19, 2011 with all subsequent monthly payments to be due on the same day of each month after that; and
  - b. 1 final principal and interest payment at Maturity on January 19, 2012. This final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under Loan B.

Interest on the loans are computed on a 365/360 basis; that, is by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated herein.

3. **Prepayment Fee.** Loan A is subject to a prepayment premium equal to five percent (5%) of the prepaid principal if paid in the first (1st) or second (2<sup>nd</sup>) loan years, four percent (4%) of the prepaid principal if paid in the third (3rd) or fourth (4<sup>th</sup>) loan years, three percent (3%) of the prepaid principal if paid in the fifth (5th) or 6<sup>th</sup> loan

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years, two percent (2%) of the prepaid principal if paid in the seventh (7<sup>th</sup>) or eighth (8<sup>th</sup>) loan years, and one percent (1%) of the prepaid principal if paid in the ninth (9<sup>th</sup>) or tenth (10<sup>th</sup>) loan years. For purposes of this Note, a loan year shall mean each 12 month period following the date hereof. Borrower may prepay without prepayment fee (i) during the 1<sup>st</sup> five loan years, not exceeding twice each loan year for a total amount not exceeding \$25,000.00 each loan year and (ii) during the 2<sup>nd</sup> five loan years, not exceeding twice each loan year for a total amount not exceeding \$50,000.00 each loan year. If prior to the Maturity Date of Loan A, an Event of Default exists and Lender elects to declare all principal and interest hereunder immediately due and payable, the tender of payment of the amount of such entire indebtedness hereunder, made at any time prior to sale under foreclosure of the Mortgage or the realization of any other collateral which secures this Note, shall be deemed to constitute an evasion of the foregoing prepayment provisions, and such payment shall therefore, to the extent permitted by law, include liquidated damages in the amount of the prepayment premium set forth in this paragraph, it being acknowledged that Lender's actual damages in the event of such evasion are now and will then be impossible to ascertain. No prepayment shall extend or postpone the due date of any subsequent monthly installment of principal or interest arising hereunder. Borrower hereby expressly agrees to pay the above-described prepayment premium upon the voluntary or involuntary prepayment of this Note, and acknowledges that Lender's agreement to make the Loan evidenced by this Note on the terms contained herein constitute adequate consideration for the prepayment premium.

4. **Required Account Condition.** As additional consideration for Lender to amend the Loan, Borrower and Guarantor covenants and agrees to maintain deposit account Nos. 130269801, 130270101, 130271001, 130433001, 130718501, 130788601, 930185220, 130385601, 231416903, and 930585820 with Lender at all times during the term of the loan with an average monthly collected balance in an amount not less than \$25,000.00. If Borrower fails to comply with this requirement a service charge will be charged to the DDA account No. 130433001, in addition to the monthly service charge, for each month the minimum average balance is not met. The service charge will be calculated by taking the deficient amount multiplied by the Prime Rate divided by 365 multiplied by the number of days in the month. If at any time during the life of the Loan the account to be charged is closed or inactive, the interest rate of the Loan will be increased by 1.0%

5. **Financial Statements.** Borrower and Guarantor shall submit to Lender annually beginning May 1, 2012 and on that day every year thereafter the Business Financial Statements and Business Federal Income Tax Returns of Borrower and At the Tracks, Ltd. and the Personal Financial Statement and Personal Federal Income Tax Return of Jodi S. Agee

6. **Modification of Documents.** The Note, Mortgage, Guaranty, and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended and Restated Promissory Notes, as hereby modified and

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amended. Each reference in the Loan Documents to "maturity" or "Maturity Date" shall hereafter be deemed a reference to July 19, 2021 and January 19, 2012.

7. **Guarantor Not Released.** Guarantor acknowledges and consents to the amendments and modifications set forth in this Fourth Amendment. Without limiting the generality of the foregoing, Guarantor hereby further represents and warrants to Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of this Fourth Amendment; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Fourth Amendment; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

8. **Restatement of Representations.** Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage, Guaranty, and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Note, Mortgage, Guaranty, and other Loan Documents, as so amended.

9. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage, Guaranty and other Loan Documents.

10. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Guaranty and other Loan Documents shall remain unmodified and in full force and effect.

11. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amounts of Five Thousand Three Hundred Fifty and 00/100 Dollar (\$5,350.00) plus all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

12. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:



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- (a) The representations and warranties in the Loan Documents are true and correct as of the date hereof.
- (b) There is currently no Event of Default (as defined in the Loan Documents) and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Fourth Amendment, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of Borrower, Guarantor, or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- (e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Fourth Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this Fourth Amendment and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Fourth Amendment has been duly executed and delivered on behalf of Borrower.

13. **Binding Agreement.** This Fourth Amendment shall not be construed more strictly against Lender than against Borrower or Guarantor(s) merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor(s) and Lender have contributed substantially and materially to the preparation of this Amendment, and Borrower, Guarantor(s) and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Fourth Amendment. Each of the parties to this Fourth Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Fourth Amendment, and recognizes that it is executing and delivering this Fourth Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or

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threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Fourth Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

14. **Severability.** In the event any provision of this Fourth Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. **Other Modifications. Grant of Security Interest.** To secure all obligations of Borrower and Guarantor, Borrower and Guarantor hereby pledges and grants to Lender a lien upon and security interest in (and may, without demand or notice of any kind, when any amount shall be due and payable by the undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as Lender may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Borrower or Guarantor now or hereinafter in the possession of Lender and any and all property of every kind or description of or in the name of Borrower or Guarantor now or hereinafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, Lender or any agent or bailee for Lender. Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including, without limitation, the right to sell or otherwise dispose of any or all of such property

This Fourth Amendment shall extend to and be binding upon each Borrower and each Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This Fourth Amendment shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

This Fourth Amendment constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

Borrower and each Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations,

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demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this Third Amendment or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Third Amendment, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Third Amendment. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this Third Amendment. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Third Amendment voluntarily with full knowledge of the significance of the Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Third Amendment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS FOURTH AMENDMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS FOURTH AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS FOURTH AMENDMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF



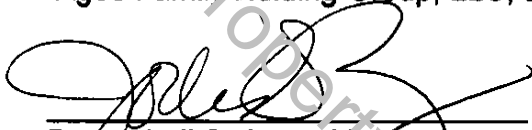
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ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED FOURTH AMENDMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

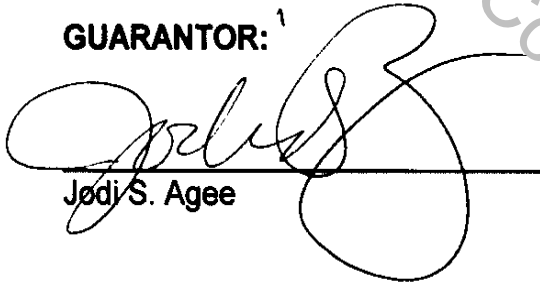
**IN WITNESS WHEREOF**, this Fourth Amendment was executed by the undersigned as of the date and year first set forth above.

**BORROWER:**

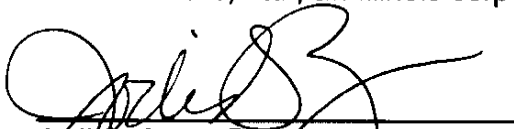
Agee Family Holding Group, LLC, an Illinois limited liability company

  
By: Jodi S. Agee, Manager

**GUARANTOR:**<sup>1</sup>


  
Jodi S. Agee

At The Tracks, Ltd., an Illinois corporation

  
Jodi S. Agee, President

**LENDER:**

First Eagle Bank

  
By: Zachary A. Braun, Vice President

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## EXHIBIT "A"

PARCEL 1: THAT PART SOUTHWESTERLY OF MILWAUKEE AVENUE EXTENDED, OF SUB-LOTS 1 AND 2 OF LOT 3 IN BLOCK 12 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 26.00 FEET OF SUB-LOT 1 OF LOT 6, LYING SOUTHWEST OF MILWAUKEE AVENUE EXTENDED IN BLOCK 12 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIIDAN, IN COOK COUNTY, ILLINOIS.

Address: 375 N. JEFFERSON ST., CHICAGO, IL 60606

P.I.N.: 17-09-304-001-0000; 17-09-304-002; and 17-09-304-003-0000

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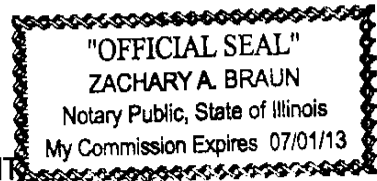
## BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jodi S. Agee, Manager of Agee Family Holding Group, LLC, an Illinois limited liability company, 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 said instrument as her free and voluntary act and deed as well as that of the company she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 11 day of October, 2011

  
\_\_\_\_\_  
Notary Public

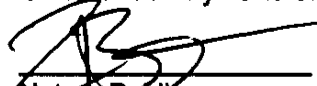


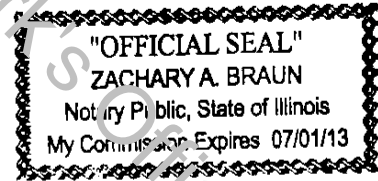
## GUARANTORS' ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jodi S. Agee, individually and as President of At The Tracks, Ltd., an Illinois corporation, 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 said instrument as her free and voluntary act and deed as well as that of the company she represents for the uses and purposes therein set forth.

Given under my hand and Official Seal this 11 day of October, 2011

  
\_\_\_\_\_  
Notary Public




## LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Zachary A. Braun, Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed as well as that of the bank he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 11<sup>th</sup> day of October, 2011

  
\_\_\_\_\_  
Notary Public

