

THIS DOCUMENT PREPARED BY:

H. Jeffrey McCown
McCown Law Offices
22837 S. Wirth
Frankfort, Illinois 60423

AFTER RECORDING RETURN TO:

The PrivateBank and Trust Company
14497 John Humphrey Drive
Orland Park, Illinois 60462

PERMANENT INDEX NUMBER:

See Exhibit A attached hereto

PROPERTY ADDRESS:

See Exhibit A attached hereto

This space reserved for Recorders use only.

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**FIRST MODIFICATION TO MORTGAGE AND
ASSIGNMENTS OF RENT AND ASSUMPTION AGREEMENT**

This AGREEMENT (the "Agreement"), dated as of September 24, 2012, is made by and between R & T MANAGEMENT LLC, an Illinois limited liability company ("R & T Management"), having an address of 11024 Woodstock Drive, Orland Park, Illinois 60467, and THE PRIVATEBANK AND TRUST COMPANY (as successor to Founders Bank), an Illinois banking association, its successors and assigns (the "Lender"), having an address of 14497 John Humphrey Drive, Orland Park, Illinois 60462.

A. First United Bank (the "Original Grantor"), as trustee under (a) trust agreement dated January 4, 2002 and known as Trust No. 2068 and (b) trust agreement dated April 17, 2002 and known as Trust No. 2084 executed and delivered to Lender the following:

1. Mortgage (the "Mortgage") dated March 30, 2004, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on May 12, 2004 as Document No. 0413333181, as amended by a Modification of Mortgage dated March 22, 2007 and recorded on April 12, 2007 as Document No. 0710235097, and encumbering properties located at 6022, 6027, 6028, 6029 and 6030 Lenzi Avenue, Hodgkins, Illinois, and as more specifically described on Exhibit A attached hereto (the "Properties");

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2. Assignment of Rents (the "Assignment") dated March 30, 2004, and recorded in the Recorder's Office on May 12, 2004 as Document No. 0413333182 and encumbering the Properties;

B. R & T Management has acquired title to the Properties, and has agreed to assume the obligations of the Original Grantor under the Mortgage, Assignment of Rents and other loan documents;

C. The parties desire hereby to amend the Mortgage and Assignments of Rents as more specifically set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Note Secured. (a) The term "Note", as defined in each of the Mortgage and Assignment, is hereby amended to provide as follows:

Note. The word "Note" means the Promissory Note dated March 30, 2004 signed by the Borrower in the principal amount of \$720,000.00, as amended by the Promissory Note dated March 22, 2007 in the amount of \$1,267,940.00 and the Modification Term Note dated as of March 30, 2012 in the amount of \$1,165,733.64 executed by Jud J. Reidy, Michael D. Tarandy and R & T Management LLC and made payable to the order of Lender, together with any and all extensions, renewals and modifications thereof and substitutions therefor.

(b) R & T Management expressly agrees that the Mortgage and Assignment secure the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage and Assignment.

2. Maturity Date. As of the date hereof, the maturity date of the Note is March 29, 2013, provided, that to the extent that the maturity date of the Note is extended, amended or modified from time to time, the maturity date hereunder shall also be so extended, amended or modified, but in no circumstances will the Mortgage secure obligations under the Note after the date twenty five (25) years from the maturity date set forth above unless the Mortgage is modified to reflect a new maturity date.

3. Interest Rate. The Note bears interest at a fixed rate equal to 7.6% per annum.

4. Assumption. R & T Management hereby assumes all obligations and liabilities of the Grantor under the Note, Mortgage, Assignment of Rents and other Loan Documents, and agrees to perform and comply with each covenant and agreement of such documents.

5. Representation, Warranties and Covenants. To induce Lender to enter into this Amendment, R & T Management hereby represents, warrants and covenants to Lender that:

(a) The representations and warranties made by R & T Management in the Mortgage and Assignment are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that relate to an earlier or specific date.

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(b) R & T Management has the power and authority, and the legal right, to make and deliver this Amendment and to perform all of R & T Management's obligations under the Mortgage and Assignment, as amended by this Amendment.

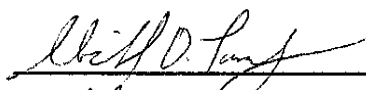
(c) When executed and delivered, this Amendment and the Mortgage and Assignment, as amended by this Amendment, will constitute legal, valid and binding obligations of R & T Management, enforceable against R & T Management, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.


4. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and Assignment shall remain in full force and effect in all respects. R & T Management hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

R & T MANAGEMENT LLC

THE PRIVATEBANK AND TRUST
COMPANY

By: 
Its: MEMBER

By: 
Its: MANAGING DIRECTOR

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that MICHAEL D. TARANDY, the MEMBER of R & T Management LLC, 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 he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of SEPTEMBER, 2012.

Jeffrey M. Dean
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Janet E. Graham, the Managing Director of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking association, 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 he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of September, 2012

Christina L. Lakerdas
Notary Public



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Exhibit A Legal Descriptions

Parcel 1:

Lot 8 in Block 3 in the Lenzie First Addition to Hodgkins a subdivision in the West ½ of the Southwest ¼ and the West ½ of the Northwest ¼ of Section 15, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded July 14, 1925 as Document 8973825 in Book 209 of Plats page 32, in Cook County, Illinois.

Parcel 2:

Lot 27 in Block 2 in the Lenzie First Addition to Hodgkins a subdivision in the West ½ of the Southwest ¼ and the West ½ of the Northwest ¼ of Section 15, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded July 14, 1925 as Document 8973825 in Book 209 of Plats page 32, in Cook County, Illinois.

Parcel 3:

Lot 9 in Block 3 in the Lenzie First Addition to Hodgkins a subdivision in the West ½ of the Southwest ¼ and the West ½ of the Northwest ¼ of Section 15, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded July 14, 1925 as Document 8973825 in Book 209 of Plats page 32, in Cook County, Illinois.

Parcel 4:

Lot 28 in Block 2 in the Lenzie First Addition to Hodgkins a subdivision in the West ½ of the Southwest ¼ and the West ½ of the Northwest ¼ of Section 15, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded July 14, 1925 as Document 8973825 in Book 209 of Plats page 32, in Cook County, Illinois.

Parcel 5:

The South 10.00 Feet of Lot 21 and all of Lots 24 in Block 2 in Lenzie First Addition to Hodgkins, a subdivision in the West ½ of the Southwest ¼ and the West ½ of the Northwest ¼ of Section 15, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded July 14, 1925 as Document 8973825 in Book 209 of Plats page 32, in Cook County, Illinois.

Address: 6022, 6027, 6028, 6029 and 6030 Lenzi Avenue, Hodgkins, Illinois

PIN: 18-15-301-024-0000
18-15-301-027-0000
18-15-301-028-0000
18-15-301-040-0000
18-15-302-013-0000
18-15-302-014-0000