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Doc#: 1304616105 Fee: \$50.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
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SECOND AMENDMENT TO LOAN DOCUMENTS

GIT 4391244 M

Loan No. 9002 (Condominium Loan)

THIS SECOND AMENDMENT TO LOAN DOCUMENTS (this "**Amendment**") executed as of February 13, 2013 but with an effective date of February 13, 2013 by and between PEBBLEWOOD MIDWEST PARTNERS LLC, an Illinois limited liability company ("**Borrower**"), and MB FINANCIAL BANK, N.A., successor in interest to New Century Bank, a national banking association, with its principal place of business at 6111 North River Road, Rosemont, Illinois 60018 (together with its successors and its assigns, "**Lender**").

A. Lender is the owner and holder of that certain Promissory Note dated as of June 30, 2010 from Borrower in the original principal amount of Three Million Three Hundred Eighty-Two Thousand Eight Hundred Forty-Eight and 66/100 Dollars (\$3,382,848.66) (as amended, supplemented, modified or replaced and/or restated from time to time, the "**Note**"), which Note amended and restated an original promissory note dated as of June 30, 2008 from Borrower in the original principal amount of original principal amount of Three Million Four Hundred Forty-Two Thousand and No/100 Dollars (\$3,442,000.00) (the "**Original Note**"). The Note evidences a loan from Lender to Borrower in the maximum principal amount of Three Million Three Hundred Eighty-Two Thousand Eight Hundred Forty-Eight and 66/100 Dollars (\$3,382,848.66) (the "**Loan**"). Borrower and Lender also previously entered into that certain Loan Agreement dated June 30, 2008 (as amended from time to time, the "**Loan Agreement**") pursuant to the terms of which Lender would disburse the proceeds of the Loan to Borrower.

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B. In conjunction with the execution of the Original Note and the Loan Agreement, Borrower also executed that certain Mortgage, Security Agreement, Assignment of Leases and Fixture Filing dated June 30, 2008 and recorded July 8, 2008 in the records of the Cook County Recorder of Deeds (the "**Recorder's Office**") as Document No. 0819026113 (as amended from time to time, the "**Mortgage**") conveying to Lender a first lien on the real property described in Exhibit A attached to and made a part hereof (the "**Property**"). Borrower also entered into various additional loan documents with Lender including but not limited to that certain Environmental Indemnity dated June 30, 2008 (as amended from time to time, the "**Environmental Indemnity**"), that certain Assignment of Leases and Rents dated June 30, 2008 and recorded July 8, 2008 in the Recorder's Office as Document No. 0819026114 (as amended from time to time, the "**Assignment of Leases and Rents**"), that Assignment of Service Contracts Licenses and Permits and Municipal Accounts dated June 30, 2008 (as amended from time to time, the "**Assignment of Contracts**") and that certain Amendment to Loan Documents dated as of March 10, 2011 effective as of June 30, 2010 and recorded in the records of the Cook County Recorder of Deeds on March 10, 2011 as Document no. 1106931015 (the "**Amendment to Loan Documents**"); the Mortgage, the Environmental Indemnity, the Assignment of Leases and Rents, the Assignment of Contracts, the Amendment to Loan Documents and all documents, amendments and restatements executed in conjunction therewith are hereinafter collectively referred to as the "**Loan Documents**").

C. Borrower and Lender also desire to amend certain of the Loan Documents in order to clarify certain provisions thereof.

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used but not defined herein shall have the meaning given to them in the Loan Agreement.
2. The Mortgage is hereby amended to provide that any reference to the maturity date or "Maturity Date" of the Loan is July 10, 2012.
3. The Mortgage is hereby amended to provide that the interest on the Loan shall accrue as follows:

From and after June 30, 2010, interest shall accrue on the principal balance of the Loan outstanding through and including December 31, 2010 at a rate of five and one-half percent (5.5%) per annum ("**Initial Interest Rate**"). From and after January 1, 2011, interest shall accrue on the principal balance of the Loan outstanding through and including the Maturity Date at a rate of three and three-quarters percent (3.75%) per annum.

4. The Mortgage is hereby amended to provide that the maximum amount secured thereby is Six Million Seven Hundred Sixty Five Thousand Six Hundred Ninety-Seven and 32/100 Dollars (\$6,765,697.32).

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5. Borrower certifies that it has the power, and the authority to amend each of the Loan Documents as set forth in this Amendment.

6. Borrower hereby reaffirms each of the representations and warranties set forth in each of the Loan Documents as of the date hereof.

7. All of the other terms and conditions set forth in the Loan Documents shall remain in full force and effect except as modified by the terms of this Amendment.

[Signature page(s) to follow]

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EXHIBIT A

PARCEL 1: UNITS 2230-01, 2230-06, 2290-10, 6600-01, 6600-05, 6600-06, 6600-15, 6613-02, 6613-10, 6613-16, 6633-01, 6633-02, 6633-06, 6633-10, 6633-11, 6633-12, 6633-20, 6662-01, 6662-02, 6662-06, 6662-07, 6662-10, 6662-11, 6662-12, 6662-15, 6662-20, 6713-01, 6713-02, 6713-04, 6713-05, 6713-06, 6713-07, 6713-08, 6713-10, 6713-11, 6713-12, 6713-13, 6713-14, 6713-15, 6713-16, 6713-17, 6713-18, 6713-20, 2230-20, 6600-13, 6613-06, 6613-19, 6633-17 AND 6662-18 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS IN PEBBLEWOOD COURT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0702906027, AS AMENDED FROM TIME TO TIME, IN PARTS OF SECTIONS 36 AND 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NO 0702906026, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2290 BREEZEWOOD TERRACE, HANOVER PARK, ILLINOIS
 2230 BREEZEWOOD TERRACE, HANOVER PARK, ILLINOIS
 6600 SCOTT LANE, HANOVER PARK, ILLINOIS
 6662 SCOTT LANE, HANOVER PARK, ILLINOIS
 6613 SCOTT LANE, HANOVER PARK, ILLINOIS
 6633 SCOTT LANE, HANOVER PARK, ILLINOIS
 6713 HICKORY STREET, HANOVER PARK, ILLINOIS

PINS: TAX NOS. 06-36-313-043-1095, UNIT 2230--01; 06-36-313-043-1096, UNIT 2230-06; 06-36-313-043-1097, UNIT 2290-10; 06-36-313-043-1098, UNIT 6600-01; 06-36-313-043-1099, UNIT 6600-05; 06-36-313-043-1100, UNIT 6600-06; 06-36-313-043-1101, UNIT 6600-15; 06-36-313-043-1102, UNIT 6613-02; 06-36-313-043-1103, UNIT 6613-10; 06-36-313-043-1104, UNIT 6613-16; 06-36-313-043-1106, UNIT 6633-01; 06-36-313-043-1107, UNIT 6633-02; 06-36-313-043-1108, UNIT 6633-06; 06-36-313-043-1109, UNIT 6633-10; 06-36-313-043-1110, UNIT 6633-11; 06-36-313-043-1111, UNIT 6633-12; 06-36-313-043-1112, UNIT 6633-20; 06-36-313-043-1113, UNIT 6662-01; 06-36-313-043-1114, UNIT 6662-02; 06-36-313-043-1115, UNIT 6662-06; 06-36-313-043-1116, UNIT 6662-07; 06-36-313-043-1117, UNIT 6662-10; 06-36-313-043-1118, UNIT 6662-11; 06-36-313-043-1119, UNIT 6662-12; 06-36-313-043-1121, UNIT 6662-15; 06-36-313-043-1123, UNIT 6662-20; 06-36-313-043-1124,

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UNIT 6713-01; 06-36-313-043-1125, UNIT 6713-02; 06-36-313-043-1127, UNIT 6713-05; 06-36-313-043-1128, UNIT 6713-06; 06-36-313-043-1129, UNIT 6713-07; 06-36-313-043-1130, UNIT 6713-08; 06-36-313-043-1131, UNIT 6713-10; 06-36-313-043-1132, UNIT 6713-11; 06-36-313-043-1133, UNIT 6713-12; 06-36-313-043-1134, 6713-13; 06-36-313-043-1135, UNIT 6713-14; 06-36-313-043-1136, UNIT 6713-15; 06-36-313-043-1137, UNIT 6713-16; 06-36-313-043-1138, UNIT 6713-17; 06-36-313-043-1139, UNIT 6713-18; 06-36-313-043-1140, 6713-20; 06-36-313-043-1018, UNIT 2230-20; 06-36-313-043-1047, UNIT 6600-13; 06-36-313-043-1058, UNIT 6613-06; 06-36-313-043-1069, UNIT 6613-19; 06-36-313-043-1080, UNIT 6633-17; 06-36-313-043-1090, UNIT 6662-18; VOL. 061.

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