



Loan No. 101540723

Doc#: 1307401038 Fee: \$46.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/15/2013 09:30 AM Pg: 1 of 5

PREPARED BY:  
JAMES B. CARROLL, ESQ.  
7800 West 95th Street,  
2nd Fl East  
Hickory Hills, Illinois 60457  
(708) 430-1300

MAIL TO:  
Standard Bank and Trust Company  
PDC Loan Post Closing  
7725 W. 98th St  
Hickory Hills, Illinois 60457

EP3566

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

The CONSTRUCTION/PERMANENT MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") and Assignment of Rents ("Assignment") each 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 **February 26, 2013**:

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 dated June 7, 2007 and 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, Trustee has heretofore executed, inter alia, a certain Second Amendment to Mortgage and Assignment encumbering the real estate described on Exhibit "A" to secure in part the Second Amended and Restated Note of Borrower to Lender in the principal sum of Thirteen Million Sixty Thousand (\$13,060,000.00) Dollars, and which Second Amendment to Mortgage and Assignment was recorded July

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19, 2010 in the Office of the Recorder of Cook County, Illinois as document number 1020041029; and

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

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 **Third** Amended and Restated Note in the principal sum of **Eight Million Dollars (\$8,000,000.00)** (the "Loan") effective **February 26, 2013** and secured as set forth therein. Borrower will repay the Loan 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 **February 26, 2013** 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 **Four and One Quarter percent (4.25%)** ("Note Rate"). The principal balance of the Note will be amortized over **thirty (30) years** at the Note Rate and is payable in monthly installments of principal and interest of **Thirty Nine Thousand Six Hundred Eighty Two and 34/100 Dollars (\$39,682.34)** commencing **April 5, 2013** and on the fifth day of each subsequent month through and including **August 5, 2014** and a Maturity Payment of all unpaid principal and all accrued interest, if not sooner paid, due in full on **September 5, 2014**. 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 \$16,000,000.00

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 **Third** Amendment to Mortgage, Security Agreement and Financing Statement and a **Third** 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 **Third** Amended and Restated Note made by Borrower in the principal sum of **Eight Million Dollars (\$8,000,000.00)** (the "Loan") effective **February 26, 2013** (with all renewals, amendments, and replacements, the "Note") mortgaging the real estate legally

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described on Exhibit "A" attached hereto and incorporated herein by reference ("Premises" herein) to Lender.

Paragraph 21 is amended to add sub-paragraphs (M) (N), (O), (P) and (Q):

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. Lender will impose a Covenants Violation Fee on Borrower, Guarantor equal to an amount not less than 1% of the aggregate amount of the principal balance of the Loan plus any undiscussed principal balance of the Loan as of the evaluation date for each violation of an Affirmative or Negative Covenant. For all purposes herein, the applicable evaluation date is "at all times" unless a specific evaluation date is set forth in an Affirmative or Negative Covenant. In addition to compliance with all of the Affirmative and Negative Covenants, the failure of Borrower, Guarantor and/or Guarantors to maintain their respective principal deposit accounts with Lender in a manner acceptable to Lender in Lender's sole discretion will be deemed a violation of an Affirmative Covenant. The Covenants 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 Covenant Violation Fee does not relieve Borrower, Guarantor or any Guarantor of the obligation of compliance with the Affirmative or Negative Covenant that was violated and will not preclude Lender from declaring an Event of Default;

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

P. Distributions of any kind are made by Borrower to a Member of Borrower or a Guarantor.

Q. Distributions are made by Guarantor, **Alliance Home Healthcare, Inc.**, to one or more of its shareholders in the aggregate amount in excess of \$250,000.00. Any such distributions must be used exclusively to cover personal debt service.

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 **Third** Amendment to Mortgage, Security Agreement and Financing Statement and **Third** Amendment to Assignment of Rents and the underlying Mortgage or Assignment, or a previous amendment of either, the terms and provisions of this **Third** Amendment to Mortgage, Security Agreement and Financing Statement and **Third** Amendment to Assignment of Rents shall prevail. Trustee further agree that no defense, setoff or counterclaim exists to the enforcement of the terms and provisions of Mortgage and Assignment as amended from time to time.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, Trustee has caused this **Third** Amendment to Construction/permanent Mortgage, Security Agreement and Financing Statement and **Third** Amendment to Assignment of Rents to be signed, attested and delivered by its duly authorized Officers as of February 26, 2013.

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: *Jay Faler*  
Jay Faler, AVP

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity 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 sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

STATE OF ILLINOIS

COUNTY OF COOK

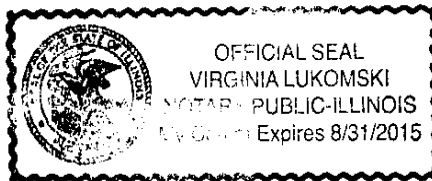
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The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that Patricia Ralphson, AVP and Jay Faler, AVP

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 February 26, 2013.

*Virginia 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