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*This Document Prepared by and  
after Recording, Return To:*

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/10/2013 02:41 PM Pg: 1 of 8

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (the "Modification of Mortgage") is made as of April 5, 2013, by 2130 WEST 163<sup>rd</sup> LLC, an Illinois limited liability company ("Mortgagor") to STANDARD BANK AND TRUST COMPANY, an Illinois banking corporation (together with its successors and assigns, "Lender").

### Recitals

13157-88  
BOOK 162

A. Mortgagor is the owner of fee title to certain real estate (the "Land") located in Markham, Cook County, Illinois, and legally described in Exhibit A attached hereto and made a part hereof.

B. 12161 South Central NZT, LLC, an Illinois limited liability company ("NZT") and 12161 South Central NZT 2, LLC, an Illinois limited liability company ("NZT2") and with NZT collectively referred to herein as "Borrower") and Lender are parties to that certain Loan and Security Agreement dated as of February 10, 2012 (the "Loan Agreement") that certain First Amendment To Loan Agreement dated as of August 31, 2012 ("First Amendment") and that certain Second Amendment to Loan Agreement dated as of October 5, 2012 ("Second Amendment") whereby Lender agreed to make certain construction and permanent loans in the aggregate amount of up to \$12,717,665.00 available to Borrower ("Loan"), which is evidenced by a \$12,717,665.00 Amended And Restated Mortgage Note (the "Note"). Borrower and Lender have entered into that certain Third Amendment to Loan Agreement of even date herewith ("Third Amendment" and collectively with the First Amendment, the Second Amendment, and the Loan Agreement referred to as the "Loan Agreement").

C. Borrower has requested that Lender extend the Termination Date or Maturity Date.

D. The Loan is secured by, among other things, that certain Mortgage, Security Agreement and Fixture Filing (the "Mortgage") dated as of October 5, 2012, made by Mortgagor

S ✓  
P ✓  
S ✓  
SC ✓  
INT ✓

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for the benefit of Lender and recorded on January 31, 2013 as Instrument No. 1302244109 with the Cook County Recorder of Deeds.

E. Mortgagor and Lender desire to further modify the Mortgage as set forth herein and pursuant to the Third Amendment.

## AGREEMENT

### 1. MODIFICATIONS TO MORTGAGE.

1.1 Recital C of the Mortgage is hereby deleted and is hereby replaced with the following:

C. The Loan is evidenced by a Second Amended and Restated Mortgage Note dated as of April 5, 2013 from Borrower to Mortgagee (the "Note"), made payable to the order of and delivered to Mortgagee, in and by which Note the Mortgagor promises to pay the principal sum of the Loan and interest at the rate and in installments as provided in the Note, with a final payment of all principal and interest due and payable on the Maturity Date (as defined in the Note), and subject to acceleration, all as provided in the Note. All of the principal and interest are payable at such place as the holder or holders of the Note (the "Holder(s)") may from time to time in writing appoint, and in absence of such appointment, then at the offices of Mortgagee in Hickory Hills, Illinois.

1.2 Section 1 of the Mortgage is hereby deleted in its entirety and is hereby replaced with the following:

#### 1. Payment of Indebtedness/Title.

(a) Mortgagor will cause Borrower to promptly pay when due, the amount of principal and interest due under the Note, at the time and as provided in the Note, and will keep, perform, and observe every covenant, term and condition of this Mortgage;

(b) "Interest Rate" means (i) the Prime Rate, plus one half of one percent (1/2%) per annum, during the period from the Closing Date until the earlier of (x) the date that the U.S. Small Business Administration ("SBA") closes and funds its Authorization for Debenture Guarantee/SBA 504 Loan with Borrower in the total gross debenture amount of \$5,000,000.00 pursuant to that certain Authorization for Debenture Guarantee/SBA 504 Loan dated January 31, 2012 (and to be amended or revised by Borrower with the SBA), or (y) July 5, 2013 ("Conversion Date"), (ii) the fixed interest rate per annum equal to the Five Year Treasury Rate Index as in effect on the business day before the Conversion Date, plus three percent (3%) which rate will remain in effect until the day before the First Adjustment Date, but in no event will the rate be less than Four and Three-Quarters Percent (4.75%) per annum, (iii) the Interest Rate per annum as adjusted pursuant to Section 2.1 of the Loan Agreement which will remain in effect from the First Adjustment Date until the day before the Second Adjustment Date, but in no

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event will the rate be less than Four and Three-Quarters Percent (4.75%) per annum (iv) the Interest Rate per annum as adjusted pursuant to Section 2.1 of the Loan Agreement which will remain in effect from the day before the Third Adjustment Date until the Maturity Date, but in no event will the rate be less than Four and Three-Quarters Percent (4.75%) per annum, (v) plus, in either case of (i) or (ii) or (iii) or (iv) if applicable, the Default Rate;

(c) "Five Year Treasury Rate Index" means the average yield on United States Treasury Securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board and as published in the Wall Street Journal;

(d) The Maturity Date of the Note is as of the earlier of (i) the fifth (5th) day of the first full month after the tenth (10th) Anniversary Date following the Conversion Date, and (ii) July 5, 2023. "Anniversary Date" means each anniversary of the date of the Loan Agreement or the Conversion Date, as applicable;

(e) Mortgagor represents, covenants and warrants that (a) Mortgagor is the holder of the fee simple title to all real property comprising the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and as otherwise approved by Mortgagee ("Permitted Exceptions"); and

(f) Mortgagor has legal power and authority to mortgage and convey the Premises.

2. CONDITIONS PRECEDENT. This Modification of Mortgage shall become effective only upon the satisfaction of all of the following conditions:

2.1 Each of Mortgagor, Borrower and Lender, as applicable, shall have executed original counterparts of this Modification of Mortgage, the Third Amendment, and all documents required by the Third Amendment and Mortgagor and Borrower shall have delivered executed original counterparts of the foregoing documents to Lender.

2.2 Stewart Title Insurance Company shall have issued to Lender such title endorsements as Lender may reasonably request to insure the continued lien of the Mortgage.

2.3 This Modification of Mortgage shall have been recorded with the Cook County Recorder of Deeds.

3. INCORPORATION. This Modification of Mortgage shall form a part of each Loan Document, and all references in any Loan Document to the Mortgage shall mean the Mortgage as hereby modified.

4. NO PREJUDICE - RESERVATION OF RIGHTS. This Modification of Mortgage shall not prejudice any rights or remedies of Lender under the Loan Documents, as modified hereby.

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5. NO IMPAIRMENT. Except as specifically hereby amended, the Mortgage shall remain unaffected by this Modification of Mortgage and shall remain in full force and effect. Nothing in this Agreement shall impair the lien of the Mortgage or any other security documents associated with the Loan. The Mortgage, as amended hereby, shall remain a lien encumbering the Property. Borrower covenants, represents and warrants to maintain and cause to be maintained the continued lien priority of the Mortgage. Borrower covenants and agrees at its sole cost and expense, to protect, defend, indemnify and hold Lender, its directors, officers, shareholders, employees, agents, successors and assigns harmless from and against any and all losses, liabilities, obligations, claims, damages, penalties, causes of action, fines, costs and expenses, including without limitation, litigation costs (including, without limitation, reasonable attorneys' fees, expenses, sums paid in settlement of claims and any such fees and expenses), directly or indirectly imposed upon or incurred by or asserted against Lender, its directors, officers, shareholders, employees, agents, successors and assigns, arising out of or in connection with any liens or encumbrances intervening between the recordation of the Mortgage and the recordation of this Modification of Mortgage.

6. MISCELLANEOUS. This Modification of Mortgage may be executed in counterparts, and all such counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Modification of Mortgage to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents.

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto executed, or in the case of the Lender, have caused this Modification of Mortgage to be executed by an officer thereunto duly authorized as of the date first above written.

MORTGAGOR:

2130 WEST 163<sup>RD</sup> LLC, an Illinois limited liability company

By: Z. Loszewski

Name: Zbigniew Loszewski

Its: Member

LENDER:

STANDARD BANK AND TRUST COMPANY

By: Christopher Feruch

Name: Christopher Feruch

Title: SVP

Property of Cook County Clerk's Office

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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 Zbigniew Loszewski, a Member of 2130 WEST 163<sup>RD</sup> LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of May, 2013.

Barbara Bierowiec  
Notary Public

My commission expires 12.21.14.



Property of Cook County Clerk's Office

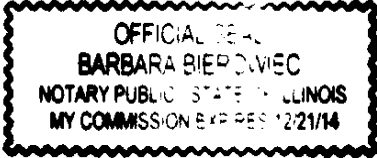
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STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of STANDARD BANK AND TRUST COMPANY, appeared before me this day in person and acknowledged that said person signed and delivered the said instrument as \_\_\_\_\_ pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 31st day of May, 2013.

Barbara Bieroń  
NOTARY PUBLIC



(SEAL)

MY COMMISSION EXPIRES 12.21.14

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## EXHIBIT A

### LEGAL DESCRIPTION

Parcel 1: The North Half part of the Southwest Quarter of Section 19, Township 36 North, Range 14, East of the Third Principal Meridian;

Exception 1: Except that part thereof bounded and described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 19; thence South 00 degrees 10 minutes 26 seconds East along the West line of said Southwest Quarter of Section 19, a distance of 662.73 feet to a point on the Westerly prolongation of the center line of vacated 164th Street (as heretofore dedicated in Cole and Ray's Second Addition to Markham, a Subdivision of the Northwest Quarter of the Southwest Quarter of said Section 19); thence North 89 degrees 58 minutes 36 seconds East on the center line of said vacated 164th Street a distance of 654.27 feet to a point on the center line of vacated Oakley Avenue (as heretofore dedicated in the aforesaid Cole and Ray's Second Addition to Markham); thence North 00 degrees 03 minutes 31 seconds East on the center line of said vacated Oakley Avenue, a distance of 662.44 feet to the North line of the Southwest Quarter of said Section 19; thence North 89 degrees 59 minutes 55 seconds West along said North line, a distance of 656.95 feet to the point of beginning;

Exception 2: Excepting that part thereof lying South of the South line of 163rd Place dedicated per Document Number 26075893;

Exception 3: Excepting that part thereof taken for 163rd Place as per Plat of dedication recorded as Document 26075893, all in Cook County, Illinois.

Parcel 2: North One Third of the West Half of the Northeast Quarter of the Southwest Quarter of Section 19, Township 36 North, Range 14, East of the Third Principal Meridian, (excepting therefrom the East 591.92 feet thereof and the South 33 feet dedicated for roadway purposes) in Cook County, Illinois.

PIN: 29-19-300-049-0000 and 29-19-308-008-0000

Commonly known as: 2130 WEST 163<sup>RD</sup> PLACE, MARKHAM, ILLINOIS