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1328322097 Fee: \$50.25 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/10/2013 03:59 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:

OLD PLANK TRAIL COMMUNITY BANK, NA 20012 Wolf Road Mokena, Illinois 60448

AMENDMENT TO MORTGAGE

(9600 South Cicero Avenue, Oak Lawn, Illinois)

THIS AMENDMENT TO MORTGAGE (this "Amendment") dated as of September 6, 2013 is made a part of that certain Mortgage dated as of October 1, 2004, as amended from time to time, and recorded on October 14, 2004 in the office of the Cook County Recorder of Deeds as Document No. 0426847128 (collectively, the "Mortgage") given by The Big "R" Real Estate Company, an Illinois corporation ("Grantor") to Old Plank Trail Community Bank, NA, as successor in interest pursuant to that certain Purchase and Assumption Agreement between Old Plank Trail Community Bank, NA and the FDIC, as Receiver, to First United Bank, and the FDIC, dated September 28, 2012 ("Lender"). This Amendment relates to the real estate described on Exl ibit A attached hereto and made a part hereof.

Unless otherwise set forth herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Mortgage.

1. **NEW DEFINITIONS**

The following new definitions are added to the "Definitions" section on pages 10 and 11 of the Mortgage:

"Commodity Exchange Act. The word "Commodity Exchange Act" shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

Excluded Swap Obligations. The word "Excluded Swap Obligations" shall mean with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

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Swap Agreements. The word "Swap Agreement" means, individually, and the word "Swap Agreements" means, collectively, any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

Swap Obligation. The word "Swap Obligation" shall mean any Rate Management Obligation that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act, as amended from time to time."

2. **DEFINITION OF "INDEBTEDNESS"**

The 'elinition of "Indebtedness" on Page 11 of the Mortgage is amended to read as follows:

"Indebt di ess. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents (including, without limitation, any Swap Agreement or any Swap Obligation), together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations of expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage; provided, however, notwithstanding anything else contained in this definition, Excluded Swap Obligations are excluded from this definition."

3. **DEFINITION OF "NOTE"**

The definition of "Note" on Page 11 of the Mertgage is amended to read as follows:

"Note. The word "Note" means the promissory note or credit agreement dated September 6, 2013 in the original principal amount of \$456,51/3.32 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. Interest on the propaid principal balance of the note referenced in this definition shall accrue at the rate equal to the one (1) month LIBOR Rate plus two and forty hundredths percent (2.400%)."

4. **DEFINITION OF "RELATED DOCUMENTS"**

The definition of "Related Documents" on Page 11 of the Mortgage is an ended to read as follows:

"Related Documents. The words "Related Documents" mean all promissory rotes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, Swap Agreements, and all other instruments, agreements and documents, whether nor or hereafter existing, executed in connection with the Indebtedness."

5. **DEFINITION OF "LIBOR RATE"**

The definition of "LIBOR Rate" is added to the Definitions Section of the Mortgage as follows:

"LIBOR Rate. The words "LIBOR Rate" mean the rate appearing on page 3750 of the Dow Jones Market Service (or on any successor or substitute page of such Service, or any successor to or substitute for such Service providing rate quotations comparable to those currently provided on

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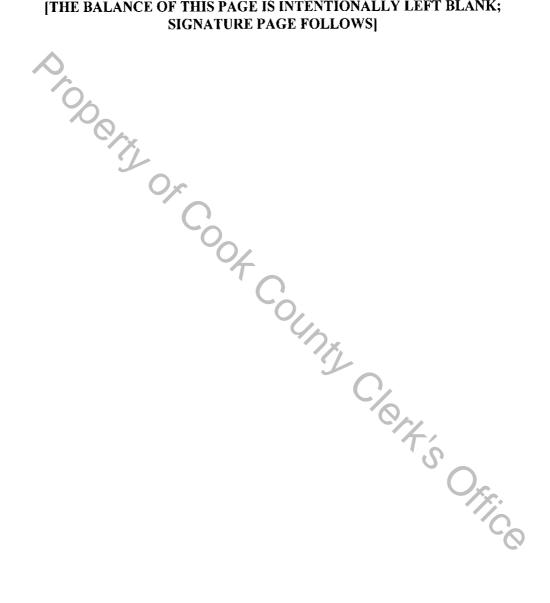
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such page of such Service, as determined by Lender from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London Interbank market)."

6. **CONFLICT**

In the event of a conflict or inconsistency between the provisions contained in the Mortgage and this Amendment, the provisions of this Amendment shall prevail.

ITHE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS



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IN WITNESS WHEREOF, this Amendment has been executed and delivered on the date first set forth above.

GRANTOR:

THE BIG "R" REAL ESTATE COMPANY

By:

Property of Cook County Clark's Office

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STATE OF ILLINOIS)) SS.	
COUNTY OF)	
I, John J. Fally, a Notary Publi HEREBY CERTIFY, that William J. Frank, the Preside "R" Real Estate Company, personally are known to subscribed to the foregoing instrument as such Preside this day in person and acknowledged that such person persons' own free and voluntary act and as the free purposes therein set forth. GIVEN under my hand and notarial seal this	o me to be the same persons whose names are ent and Secretary, respectively, appeared before me as signed and delivered the said instrument as such and voluntary act of said entity, for the uses and
JON OF	NOTARY PUBLIC Fakey
My Commission Expires: $\frac{10/28/14}{[S E A L]}$	"OFFICIAL SEAL" DEBRA J. FAHEY NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 10/28/2014
	NOTARY PUBLIC "OFFICIAL SEAL" DEBRAJ FAHEY NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 10/28/2014
	O. O. C.

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EXHIBIT A

Legal Description

Lot 11 (except the West 31 feet thereof) and all of Lots 12, 13 and 14 in A.W. Ehrhart's First Addition to Oak Lawn, being a Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 37 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois.

3-012-000.

ORCOOK COUNTY CLERK'S OFFICE Common Address: 9600 South Cicero Avenue, Oak Lawn, Illinois 60453

PINs: 24-09-213-012-0000; 24-09-213-013-0000; 24-019-213-014-0000