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RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 01/16/2015 08:29 AM Pg: 1 of 5

Loan No. 101540723

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 Loan Port Closing
7725 W. 98th St
Hickory Hills, Illinois 60457

**FOURTH AMENDMENT TO CONSTRUCTION/PERMANENT
MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT
AND FOURTH 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:

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 19, 2010 in the Office,

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BOX 162

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of the Recorder of Cook County, Illinois as document number 1020041029; and

WHEREAS, Trustee has heretofore executed, inter alia, a certain Third Amendment to Mortgage and Assignment encumbering the real estate described on Exhibit "A" to secure in part the Third Amended and Restated Note of Borrower to Lender in the principal sum of **Eight Million Dollars (\$8,000,000.00)**, and which Third Amendment to Mortgage and Assignment was recorded March 15, 2013 in the Office of the Recorder of Cook County, Illinois as document number 1307401038 and 1307401039 respectively; and

WHEREAS, Borrower has requested an extension of the Maturity Date of the Note and other amendments to the Loan Documents secured in part by the Assignment; and

WHEREAS, Borrower, Mortgagor, Lender and others have agreed to certain amendments of the Loan Documents subject to execution and delivery to Lender of all of the amended, amended and restated additional and supplemented Loan Documents and payment of all related fees, costs and expenses, including Lender's attorney fees, by Borrower, Assignor or others.

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 **Fourth Amended and Restated Note** in the principal sum of **Seven Million Eight Hundred Thirty Seven Thousand Four Hundred Fifty and 15/100 Dollars (\$7,837,450.15)** (the "Loan") due Lender after the August 5, 2014 principal payment is made 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 **August 5, 2014**, together with interest on the principal balance remaining unpaid from time to time 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 (the Maturity Date") whether by acceleration or otherwise according to the terms of the Note or the terms of the Loan Agreement as amended from time to time (the "Loan Agreement") 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 **three hundred and forty-two (342) months** at the Note Rate and is payable in monthly installments of principal and interest of **Thirty Nine Thousand Eight Hundred Forty-Nine and 22/100 Dollars (\$39,849.22)** commencing **September 5, 2014** and on the fifth day of each subsequent month through and including **August 5, 2017** and a Maturity Payment of all unpaid principal and all accrued interest, if not sooner paid, due in full on **September 5, 2017**. 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 the 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 **ten (10) 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. Said Loan Agreement is incorporated herein by this reference as if fully set forth herein.

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THE NOTE SECURED BY THIS MORTGAGE CONTAINS A VARIABLE RATE FEATURE. THE MAXIMUM AMOUNT SECURED BY THIS MORTGAGE IS **\$15,674,900.30**.

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 **Fourth** Amendment to Mortgage, Security Agreement and Financing Statement and a **Fourth** 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 **Fourth** Amended and Restated Note made by Borrower in the principal sum of **Seven Million Eight Hundred Thirty Seven Thousand Four Hundred Fifty and 15/100 Dollars (\$7,837,450.15)** (the "Loan") due Lender after the August 5, 2014 principal payment is made and secured as set forth therein (with all renewals, amendments, and replacements, the "Note") mortgaging the real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference ("Premises" herein) to Lender.

Paragraph 21 A. is amended to read as follows:

A. Default, and continuance thereof for ten (10) days in payment of any principal of, or any interest on, a Note or any other indebtedness due Lender from Borrower or Guarantor; or

Paragraph 40 is added as follows:

40. Trustee and Lender further agree that except as amended herein, said Mortgage is in full force and effect according to its original terms. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Mortgage, the terms and provisions of this Amendment shall prevail.

Paragraph 41 is added as follows:

41. Mortgagor further represents and warrants to Lender that no defense, setoff or counterclaim exists to the enforcement of the terms and provisions of the Loan Documents as amended and as amended and restated and, if any defense, setoff or counterclaim should exist, Trustee hereby waives and releases any such defense, setoff or counterclaim in partial consideration for Lender's extension of the Maturity Date of the Note.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, Trustee has caused this **Fourth** Amendment to Construction/permanent Mortgage, Security Agreement and Financing Statement and **Fourth** Amendment to Assignment of Rents to be signed, attested and delivered by its duly authorized Officers as of **September 5, 2014**.

Standard Bank and Trust Company
not personally but as Trustee under
Trust Agreement dated April 23, 2007
and known as Trust No. 19902

By: *Donna Diviero*
Donna Diviero, ATO

Attest: *Heather Raineri*
Heather Raineri, ATO

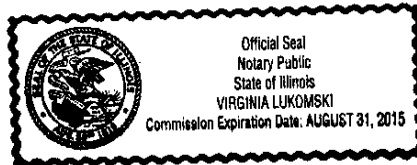
This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands 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)
)SS
COUNTY OF COOK)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that Donna Diviero and Heather Raineri, 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 **September 5, 2014**.

Virginia Lukomski
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. 27-22-102-014-0000 and 27-22-102-013-0000

COMMONLY KNOWN AS: 16235 and 16245 S. LaGrange Road, Orland Park, IL 60462