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Karen A. Yarbrough
Cook County Recorder of Deeds
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(Space above for recorder's use only)

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

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10 S. Wacker Drive, 40th FL
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FL 6705726

AMENDMENT TO COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

This AMENDMENT TO COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**") is dated as of January 23, 2015 by and between STANDARD BANK AND TRUST COMPANY, not personally but as trustee of the Trust Agreement dated June 28, 1988 and known as Trust No. 11784, an Illinois Corporation, with an address of 7800 W. 95th Street, Hickory Hills, Illinois 60457 (the "**Mortgagor**") and CHARTER ONE BANK, N.A., a Division of Citizens Bank, N.A., a national banking association, with an address of 443 Jefferson Boulevard RJV 500, Warwick, Rhode Island 02886 ("**Mortgagee**").

RECITALS

WHEREAS, on or about April 23, 2004, Mortgagor executed a Commercial Mortgage, Security Agreement and Assignment of Leases and Rents dated April 23, 2004 and recorded in the Cook County Recorder of Deeds on May 13, 2004 as Document # 0413449096 in favor of Charter One Bank, N.A. (the "**Mortgage**"), securing the principal amount of \$150,000.00 and encumbering a certain parcel of land and improvements thereon commonly known as 10905 Lloyd Drive, Worth, Illinois 60482, and as more fully described on **Exhibit A** attached hereto and incorporated herein (the "**Property**");

WHEREAS, pursuant to a certain Loan Modification Agreement dated January 23, 2015 ("**Loan Modification**") Mortgagor and Mortgagee restated and modified certain obligations ("**Obligations**") due Mortgagee including, *inter alia*, modifying obligations set forth in certain Loan Documents (as that term is defined below) which are secured by the Property pursuant to the Mortgage;

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WHEREAS, in addition to the Mortgage, the Loan Documents include, but are not limited to, a Term Note in the principal amount of \$150,000.00 dated April 23, 2004 (together with any and all amendments or modifications thereto or restatements thereof, the "**Note**"), a Security and Control Agreement (Collateral Assignment of Beneficial Interests) dated April 23, 2004 (together with any and all amendments or modifications thereto or restatements thereof, the "**SCA**"), and a Collateral Assignment of Leases and Rents dated April 23, 2004 and recorded in the Cook County Recorder of Deeds on May 13, 2004 as Document # 0413449097 (together with any and all amendments or modifications thereto or restatements thereof, the "**ALR**"), the ALR together with the SCA, Note, and Mortgage, being hereinafter collectively referred to as the "**Loan Documents**"; and

WHEREAS, consistent with the terms of the Loan Modification, Mortgagor and Mortgagee have agreed to amend certain terms of the Mortgage.

AMENDMENT

1. The recitals above are true, correct, complete and incorporated herein. Capitalized terms not otherwise defined herein have the meanings assigned in the Mortgage or the Loan Modification.
2. Any and all references in the Mortgage to the "Loan Documents" shall include the Loan Modification.
3. Secured Obligations. Mortgagor acknowledges that the Obligations evidenced by the Loan Documents, the Loan Modification, and all other Obligations and indebtedness of any kind due Mortgagee are secured by the Mortgage, and that amounts due and owing under the Note and Loan Modification constitute Obligations. Without limiting the extent to which such matters are already granted and agreed to in the Loan Documents, Mortgagor confirms and acknowledges that: (a) the Property shall secure the payment and performance by Mortgagor of all Obligations under the Loan Documents and Loan Modification; (b) with the exception of any Release granted by Mortgagee, or its successors or assigns, Mortgagee's lien and security interest in the Property shall not be terminated or released in whole or in part until the Obligations have been satisfied.
4. Cross-Default. Without limiting the extent to which such matters are already granted and agreed to in the Loan Documents or Loan Modification, Mortgagor hereby agrees, confirms and acknowledges that any default by Mortgagor under the Note or the Mortgage shall also constitute a default under the Loan Documents and Loan Modification.
5. Release. As set forth in the Loan Modification, upon satisfaction of all terms and conditions stated therein, Mortgagee shall release the lien of the Mortgage, as amended hereby, and shall execute documentation of the same in recordable form.
6. Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms. All warranties and representations contained therein are hereby reaffirmed as of the date hereof. This is an amendment, not a novation.

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7. This Amendment shall not be construed as, or be deemed to be, a waiver by Mortgagee of any existing defaults by Mortgagor, whether known or unknown. All agreements, representations, and warranties made herein shall survive the execution of this Amendment.

8. This Amendment shall become effective upon execution by Mortgagor.

9. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

10. This Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together, shall constitute one document.

11. Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced herein are within the power of Mortgagor.

12. Mortgagor represents and warrants that the execution of this Amendment and any other documents executed by the Mortgagor in connection herewith have been duly authorized by Mortgagor and are valid and binding obligations of the Mortgagor enforceable in accordance with their respective terms.

13. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

EXECUTED as of the date first above written.

MORTGAGOR,

STANDARD BANK AND TRUST COMPANY,

NOT PERSONALLY BUT AS THE TRUSTEE OF THE
TRUST AGREEMENT DATED JUNE 28, 1988
AND KNOWN AS TRUST NO. 11784

By:

Signature: _____

Printed Name: Thomas Clifford

Title: SRVP & SRTD

Attest: _____

Thomas Mulqueen, III, AVP & TO

**EXCULPATORY CLAUSE ATTACHED
HERE TO AND MADE A PART HERE OF**

NOTARY ATTACHED

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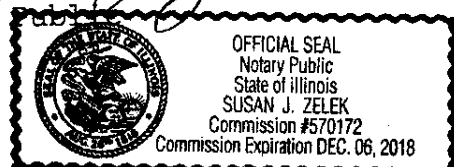
This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 11784 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

**STATE OF ILLINOIS
COUNTY OF COOK**

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Thomas Clifford of STANDARD BANK & TRUST COMPANY and Thomas Mulqueen, III of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SRVP & SRTU and AVP & TU respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said AVP & TU did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 24th day of February, 2015.

Notary



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EXHIBIT A

Property Description

Lot 40 in Peak's Parkview, a subdivision of part of the west 1/2 of the Southeast 1/4 of Section 13, Township 37 North, Range 13, East of the Third Principal Meridian, according to plat thereof registered in the Office Of The Registrar of Titles of Cook County, Illinois on October 29 as Document 1893705.

1905 Lloyd Drive

Worth, Illinois 60432

PIN: 24-18-421-022