



THIS INSTRUMENT PREPARED
BY AND RETURN TO:
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Doc#: 1521929095 Fee: \$68.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/07/2015 04:07 PM Pg: 1 of 4

**FIRST AMENDMENT TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY
AGREEMENT**

This First Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement (this "Amendment") is made and granted as of July 25, 2015 (the "Effective Date") by Weatherstone Lakes LLC, a Delaware limited liability company, successor by merger to Sauk Trail, LLC, an Illinois limited liability company ("Mortgagor"), to FirstMerit Bank, N.A., a national banking association ("Mortgagee").

Recitals:

A. Mortgagee has extended credit and other financial accommodations to Mortgagor as evidenced by that certain Mortgage Note of even date herewith made by Mortgagor payable to the order of Mortgagee in the principal amount of \$2,309,685.75 (as the same may hereafter be amended or modified, "Mortgage Note"), which amends and restates that certain Mortgage Note dated as of July 25, 2012, made by Mortgagor payable to the order of Mortgagee in the principal amount of \$2,500,000 (as so amended and restated, the "Prior Note").

B. As collateral security for the payment and performance of the Mortgagor's indebtedness and obligations to Mortgagee under the Prior Note, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 25, 2012 and recorded with the Cook County Recorder on July 27, 2012 as Document #1220944126, to and for the benefit of Mortgagee (the "Original Mortgage").

C. In connection with Mortgagor executing and delivering the Mortgage Note and Mortgagee accepting same, Mortgagee is requiring Mortgagor to modify certain terms and provisions of the Original Mortgage, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Original Mortgage.
2. Amendments to Original Mortgage.
 - (a) Amendment of First Recital. The first Recital paragraph of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

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“WHEREAS, Bank has made available to Mortgagor a loan in the original principal amount of \$2,309,685.75 (“Loan”). The maturity date of the Loan is July 25, 2020.”

(b) Amendment of Second Recital. The second Recital paragraph of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

“WHEREAS, to evidence the Loan, Mortgagor has executed and delivered to Mortgagee that certain Mortgage Note, in the original principal amount of \$2,309,685.75, dated as of July 25, 2015, which amended and restated that certain Mortgage Note dated as of July 25, 2012, made payable by Mortgagor to Mortgagee in the principal amount of \$2,500,000 (as the same may hereafter be modified or amended, the “Note”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Note.”

3. Acknowledgments. Mortgagor hereby acknowledges and agrees that, except as otherwise expressly set forth in this Amendment, all of the obligations of Mortgagor to Mortgagee under the Original Mortgage, and the terms thereof, shall remain as currently written and in full force and effect in all respects, that the indebtedness and obligations evidenced by the Note is fully owed and payable by Mortgagor as set forth in the Note, and that nothing herein shall affect, alter, modify or waive any of the rights or remedies which Mortgagee has or may have under the Original Mortgage, as modified hereby, or the Note, or a waiver or modification of any other term or condition in the Original Mortgage, as modified hereby, or the Note. Further, this Amendment does not in any manner affect or impair the Original Mortgage, as modified hereby, or the Note, and all existing liens and security interests arising thereunder remain in full force and effect as written.

4. References. As of the Effective Date, every reference in the Original Mortgage or the Note to the “Mortgage” shall hereafter be construed as a reference to the Original Mortgage, as modified and amended by this Amendment.

5. Binding Effect. The provisions hereof shall be binding upon Mortgagor and its successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns; provided that this Section 5 shall not be deemed to be a consent or approval by Mortgagee of any transfer or assignment of the Property, any portion thereof, or any interest therein by Mortgagor.

6. Governing Law. This Amendment is to be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts-of-laws principles.

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IN WITNESS WHEREOF, the Mortgagor has executed this Amendment, effective as of the Effective Date.

Mortgagor

WEATHERSTONE LAKES LLC,
a Delaware limited liability company, successor by
merger to Sauk Trail, LLC, an Illinois limited
liability company


By: Great American Homes LLC, a Delaware
limited liability company, ~~its~~ Manager

By: 
Edward C. Zeman, President

STATE OF ILLINOIS
COUNTY OF COOK

I, Erica Benitez, a notary public in and for said County, in the State aforesaid, do hereby certify that Edward C. Zeman, the President of Great American Homes LLC, a Delaware limited liability company, the Manager of Weatherstone Lakes LLC, a Delaware limited liability company, successor by merger to Sauk Trail, LLC, an Illinois limited liability company, personally known to me to be the same person whom name is subscribed to the foregoing First Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement, appeared before me this day in person and acknowledged that he executed and delivered said instrument.




03/19/19, Notary Public

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Exhibit A

That part of the Northwest $\frac{1}{4}$ of Section 19, Township 35 North, Range 15, East of the Third Principal Meridian, In Cook County, Illinois, described as follows:

Beginning at the Northwest corner of said Northwest $\frac{1}{4}$; thence South 89 degrees 39 minutes 09 seconds East along the North line of said Northwest $\frac{1}{4}$, 1330.66 feet to the East line of the West $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ (assumed basis of bearing is the North line of the said Northwest $\frac{1}{4}$ of Section 19 being South 89 degrees 39 minutes 09 seconds East); thence South 00 degrees 03 minutes 50 seconds West along said East line, 2590.91 feet to the Northerly right-of-way line of Lincoln Highway as dedicated per document 8990432; thence North 89 degrees 23 minutes 27 seconds West along said Northerly right-of-way line 33.00 feet; thence North 00 degrees 03 minutes 50 seconds East 256.04 feet to the North line of the South 330.00 feet of said Northwest $\frac{1}{4}$ of Section 19 by equal division; thence North 89 degrees 47 minutes 53 seconds West along said North line of the South 330.00 feet, a distance 631.01 feet; thence North 00 degrees 01 minutes 55 seconds East to a point which is 507.32 feet North of the East-West centerline of said Section 19 (as noted by equal division and plat of dedication recorded as document 8990432); thence North 89 degrees 34 minutes 10 seconds West 664.12 feet to the West line of said Northwest $\frac{1}{4}$ of Section 19; thence North 00 degrees 00 minutes 00 seconds West along said West line 2187.06 feet to the point of beginning, all in Cook County, Illinois.

Property Address: 21191 Torrence Avenue, Sauk village, Illinois

Tax Parcel Number: 33-19-100-010-0000

Cook County Clerk's Office