

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Old Second National Bank  
Aurora Main  
37 S. River Street  
Aurora, IL 60506



Doc#: 1621734088 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/04/2016 12:26 PM Pg: 1 of 7

**WHEN RECORDED MAIL TO:**

Land Services USA, Inc  
1 South Church Street, Suite 300  
West Chester, PA 19382

**SEND TAX NOTICES TO:**

Snyder Properties L.L.C.  
33228 W. 12 Mile Rd., #320  
Farmington Hills, MI  
48334-3309

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Loan Administration  
Old Second National Bank  
37 S. River Street  
Aurora, IL 60506

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated August 1, 2016, is made and executed between Snyder Properties L.L.C., whose address is 33228 W. 12 Mile Rd., #320, Farmington Hills, MI 48334-3309 (referred to below as "Grantor") and Old Second National Bank, whose address is 37 S. River Street, Aurora, IL 60506 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 28, 2016 (the "Mortgage") which has been recorded in Macom County, State of Illinois, as follows:

Recorded July 7, 2016 in Book 4508 Page 913 as Document No. 1905741.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Macom County, State of Illinois:

**Parcel 1:**

Lot Nine (9) of B. Dill's Subdivision, being a subdivision of the East part of Lot Two (2) in the Southeast ¼ of the Northeast ¼ of Section 10, Township 16 North, Range 2 East of the 3rd P.M., as per plat recorded in Book 149, Page 47 of the records in the Recorder's Office of Macon County, Illinois, also the West ½ of the vacated alley lying East of and adjacent to said Lot 9 of B. Dill's Subdivision, vacated by Ordinance No. 93-31 recorded in Book 2482, Page 601 as Document No. 1363070.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

**Parcel 2:**

Lot Four (4), except 20 feet off of the entire South side thereof, and except the North 19.95 feet of the South 39.95 feet thereof, and except the West 8 feet thereof,

AND Lots Five (5), Six (6) and Seven (7), except the West 8 feet thereof,

AT

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## MODIFICATION OF MORTGAGE

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AND Lot Eight (8), except that part conveyed to the City of Decatur, by Deed recorded in Book 1631, Page 156 as Document No. 857750,

All being part of B. Dill's Subdivision, being a subdivision of the East part of Lot 2 in the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 16 North, Range 2 East of the 3rd P.M., as per plat recorded in Book 149; Page 47 of the Records in the Recorder's Office of Macon County, Illinois;

AND also the West  $\frac{1}{2}$  of the vacated alley lying East of and adjacent to said Lots 4, 5, 6, 7 & 8 of B. Dill's Subdivision, being a subdivision of the East part of Lot 2 in The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 16 North, Range 2 East of the 3rd P.M., as per plat recorded in Book 149, Page 47 of the Records in the Recorder's Office of Macon County, Illinois, vacated by Ordinance No. 93-31 recorded in Book 2482, Page 601 as Document No. 1363070.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

### Parcel 3:

Lot One (1), except the North 16 feet thereof, and Lots Two (2) and Three (3) of B. Dill's Subdivision, as per plat recorded in Book 149, Page 47 of the records in the Recorder's Office of Macon County, Illinois, and the East  $\frac{1}{2}$  of the alley lying West of and adjacent to said Lots, vacated by Ordinance No. 93-31 recorded in Book 2482, Page 601 as Document No. 1363070.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

### Parcel 4:

Lots One (1), Two (2), and Three (3) of the Assessor's Subdivision of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 10, Township 16 North, Range 2 East of the 3rd P.M., as per plat recorded in Book 22, Page 22 of the records in the Recorder's Office of Macon County, Illinois, except the South 19.95 feet of said Lot Three (3) and the East  $\frac{1}{2}$  of the alley lying West of and adjacent to said Lots, vacated by Ordinance No. 93-31 recorded in Book 2482, Page 601 as Document No. 1363070.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

### Parcel 5:

Lot Eleven (11), except the North 16 feet thereof, of B. Dill's Subdivision, as per plat recorded in Book 149, Page 47 of the records in the Recorder's Office of Macon County, Illinois; also, the West  $\frac{1}{2}$  of the vacated alley lying East of and adjacent to said Lot 11 of B. Dill's Subdivision vacated by Ordinance No. 93-31 recorded in Book 2482, Page 601 as Document No. 1363070.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

### Parcel 6:

Lot 10 of B. Dill's Subdivision, as per plat recorded in Book 149, Page 47 of the records in the Recorder's Office of Macon County, Illinois; also, the West  $\frac{1}{2}$  of vacated alley lying East of and adjacent to Lot 10 of B. Dill's Subdivision to the City of Decatur, as per plat recorded in Book 149, Page 47 of the records in the Recorder's Office of Macon County, Illinois, vacated by the City of Decatur, Illinois, Ordinance No. 93-31 and recorded May 20, 1993 in Book 2482, Page 601 as Document No. 1363070. in Macon County, Illinois.

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Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Said parcels also described as follows:

A part of the Southeast Quarter (SE 1/4 ) of the Northeast Quarter (NE 1/4 ) of Section 10, Township 16 North, Range 2 East of the Third Principal Meridian, Macon County, Illinois, said part described as follows:

Beginning at a point, said point being the intersection of the North right of way line of East Grand Avenue with the West right of way line of North Water Street, said point also being 39.95 feet North of and 30.00 feet West of the Southeast Corner of the said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 10; thence North 89 degrees 42 minutes 45 seconds West (assumed bearing), along the said North right of way line of East Grand Avenue, 362.82 feet to a point, said point being on the East right of way line of North Main Street; thence North 00 degrees 00 minutes 00 seconds East along The said East right of way line of North Main Street, 133.05 feet; thence North 11 degrees 17 minutes 56 seconds West along the said East right of way line of North Main Street, 40.83 feet; thence North 00 degrees 00 minutes 00 seconds East along the said East right of way line of North Main Street, 104.25 feet; thence South 89 degrees 38 minutes 07 seconds East, 370.83 feet to a point on the West right of way line of North Water Street; thence South 00 degrees 00 Minutes 00 seconds West along the said West right of way line of North Water Street, 276.80 feet to the point of beginning. situated in Macon County, Illinois

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

The Real Property or its address is commonly known as 1315 N. Water St., Decatur, IL 62526-4467. The Real Property tax identification number is 04-12-10-281-011; 04-12-10-281-012; 04-12-10-281-030; 04-12-10-281-021; 04-12-10-281-029; 04-12-10-281-010.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**The MAXIMUM LIEN paragraph is hereby changed as follows:**

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$57,683,706.22

**The Indebtedness paragraph is hereby changed as follows:**

**Indebtedness.** The word "indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents, as well as that certain Loan Number 63801016484 made to Snyder Properties I L.L.C. and Traver Knoll Apartments, L.L.C. by Lender on August 1, 2016 in the principal amount of \$4,674,181.11 at a fixed rate of interest of 4.00% and then at a variable rate of interest with an initial rate of 4.00% and maturing August 1, 2026; that certain Loan number 63801014661 made to Snyder Properties III L.L.C. and Traver Knoll Apartments, L.L.C. by Lender on May 25, 2016 in the principal amount of \$4,747,516.00 at a fixed rate of interest of 3.84% and then at a variable rate of interest with an initial rate of 3.84% and maturing May 25, 2026; that certain Loan number 63801014653 made to Snyder Properties III L.L.C. and Traver Knoll Apartments, L.L.C. by Lender on May 23, 2016 in the principal amount of \$4,226,110.00 at a fixed rate of interest of 4.00% and then at a variable rate of interest with an initial rate of 4.00% and maturing May 23, 2026; and that certain Loan number 63801011808 made to Snyder Properties II L.L.C. and Traver Knoll Apartments, L.L.C. by Lender on January 7, 2016 in the principal amount of \$1,615,000.00 at a fixed rate of interest of 4.00% and then at a variable rate of interest with an initial rate of 4.183% and maturing January 7, 2026 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**COUNTERPARTS.** This document may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 2016.**

GRANTOR:

SNYDER PROPERTIES I L.L.C.

By: *Paul Blizman*  
Paul Blizman, Manager of Snyder Properties I L.L.C.

LENDER:

OLD SECOND NATIONAL BANK

X \_\_\_\_\_  
Ankur Patel, Vice President - Commercial Lending

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**COUNTERPARTS.** This document may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 1, 2016.**

GRANTOR:

SNYDER PROPERTIES I L.L.C.

By: \_\_\_\_\_

Paul Blizman, Manager of Snyder Properties I L.L.C.

LENDER:

OLD SECOND NATIONAL BANK

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Ankur Patel, Vice President - Commercial Lending

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MICHIGAN )  
 ) SS  
 COUNTY OF OAKLAND )

On this 29 day of JULY, 2016 before me, the undersigned Notary Public, personally appeared **Paul Blizman, Manager of Snyder Properties I L.L.C.**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Morton Noveck  
MORTON NOVECK  
 Notary Public in and for the State of MICHIGAN

Residing at 30100 TELEGRAPH ST 360  
DIXBORO FARMS, MI 48025

My commission expires 8/20/18

MORTON NOVECK  
 NOTARY PUBLIC, STATE OF MI  
 COUNTY OF OAKLAND  
 MY COMMISSION EXPIRES Aug 20, 2018  
 NOTARY IN COUNTY OF

*PROVIDED TO COOK County Clerk's Office*

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF KANE )

On this 29<sup>th</sup> day of July, 2014 before me, the undersigned Notary Public, personally appeared Ankur Patel and known to me to be the **Vice President - Commercial Lending**, authorized agent for **Old Second National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Old Second National Bank**, duly authorized by **Old Second National Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Old Second National Bank**.

By *[Signature]* Residing at 801 S. Kirk, St. Charles, IL 60174

Notary Public in and for the State of ILLINOIS

My commission expires 12/07/2016



Cook County Clerk's Office