

# UNOFFICIAL COPY

## This Document Prepared By and After Recording Return to:

Bank of America, N.A.  
Home Builder Division  
901 Main Street, 20th Floor  
Mail Code: TX1-492-20-10  
Dallas, Texas 75202-3714  
Attention: LaTasha Caldwell

160194306v, 160194406v, 160194406v

Address and Permanent  
Tax Index Numbers  
See Exhibit A

Doc#: 1702557063 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/25/2017 09:29 AM Pg: 1 of 8

## SUPPLEMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

(COOK COUNTY, ILLINOIS)

THIS SUPPLEMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (Cook County, Illinois) (this "Supplemental Mortgage"), is made effective as of the date of Grantor's signature below and is executed and delivered by WEEKLEY HOMES, LLC, a Delaware limited liability company ("Mortgagor") for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Mortgagor.

### 1. **Certain Definitions; Granting Clauses; Secured Indebtedness**

1.1. **Certain Definitions and Reference Terms.** In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it:

"Mortgagor": WEEKLEY HOMES, LLC, a Delaware limited liability company.

"Mortgagee": BANK OF AMERICA, N.A., a national banking association.

"Loan Agreement": That certain Third Amended and Restated Construction Loan Agreement (Master Agreement/Construction Base) dated July 1, 2012 by and among Mortgagee, Mortgagor and Weekley Homes of Indiana, LLC, an Indiana limited liability company ("Weekley Indiana"; and together with Mortgagor, the "Borrower"), which sets forth, among other things, the terms and conditions upon which the proceeds of the Loan will be disbursed, as the same may have been or may from time to time hereafter be extended, amended, restated, supplemented or otherwise modified..

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“Mortgage”: That certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 2, 2015, executed by Mortgagor to and for the benefit of Mortgagee, recorded in the Official Records of Cook County, Illinois, Instrument No. 1502346085 (as the same may have been previously supplemented or amended).

1.2. **Mortgaged Property.** Mortgagor does hereby GRANT, BARGAIN, CONVEY and MORTGAGE to Mortgagee the following: (a) the real estate described on Exhibit A which is attached hereto and incorporated herein by reference (herein called the “Land”), and the Improvements (as defined in the Mortgage) thereto, and (b) the other Property (as defined in Article II of the Mortgage) related to the Land; and if the estate of Mortgagor in any of the property referred to above in this Section 1.2 is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Mortgagor in or to the property demised under the lease creating the leasehold estate; TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto (herein collectively the “Mortgaged Property”), unto Mortgagee and to its successors and its assigns, upon the terms, provisions and conditions herein set forth.

1.3. **Security Interest; Financing Statement.** Mortgagor hereby grants to Mortgagee a security interest in all of the Mortgaged Property which constitutes personal property or fixtures, all proceeds and products thereof, and all supporting obligations ancillary to or arising in any way in connection therewith (herein sometimes collectively the “Collateral”). In addition to its rights hereunder or otherwise, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code in force, from time to time, in the State of Illinois or any other state to the extent the same is applicable law. In conjunction with, in addition to or in substitution for those rights and remedies set forth in the Mortgage shall be applicable to this Supplemental Mortgage. This Supplemental Mortgage shall be effective as a financing statement as set forth in the Mortgage.

1.4. **Notes, Loan Documents, Other Obligations.** This Supplemental Mortgage is executed and delivered pursuant to the Loan Agreement, the provisions of which are incorporated herein by reference for all purposes. This Supplemental Mortgage secures and will secure and is made to secure and enforce the payment and performance of the Obligations (as defined in the Mortgage), including, without limitation, the following promissory notes, obligations, indebtedness and liabilities and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time: (a) payment and performance of all obligations of Mortgagor and the other Borrowers (and any other party made a “Borrower” under the Loan Agreement from time to time) under the Master Note (as defined in the Loan Agreement) and the Loan Agreement, as the same may be from time to time modified, amended, increased, renewed and extended; (b) payment of indebtedness not to exceed the aggregate maximum principal amount of Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00) with interest thereon, evidenced by the Loan Agreement and the Master Note (as defined in the Loan Agreement), as they may be amended, restated, modified, extended or renewed; (c) payment of all sums advanced or expended pursuant to the Mortgage; (d) payment of all sums advanced by Mortgagee to protect the Mortgaged Property, with interest thereon at the Default Rate (as defined in the Note); (e) payment of all sums advanced by Mortgagee, with interest thereon under any Letter of Credit (as defined in the Loan Agreement); (f) payment of all other sums, with interest thereon, which may hereafter be lent to Mortgagor and/or Borrowers or their respective successors or assigns, by Mortgagee, when evidenced by a promissory note or notes reciting that they are secured by this Supplemental Mortgage; (g) performance of all obligations of any guarantor of any of the obligations of Mortgagor or any other Borrowers contained in this Supplemental Mortgage, the Mortgage, the Note, the Loan Agreement or any other instrument given to evidence or further secure the payment and the performance of the obligation secured hereby; and (h) payment and performance of all obligations of Mortgagor and Borrowers arising from any Swap Contract (as defined in the Mortgage). Under no circumstances, however, shall the total indebtedness secured hereby exceed \$250,000,000. This

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Supplemental Mortgage, the Mortgage, the Note, the Loan Agreement, any guaranty thereof and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Documents."

## 2. Concerning the Mortgage

2.1. **Prior Recordation.** The Mortgage has previously been recorded in the county in which this Supplemental Mortgage is being recorded. The instrument number and/or the numbers of the book and first page of the records in which the Mortgage is recorded are specified in Section 1.1 above.

2.2. **Incorporation of Provisions of Mortgage.** Certain provisions of the Mortgage are incorporated in this Supplemental Mortgage by reference for all purposes. Beginning with Article 1 of the Mortgage, all provisions in the Mortgage are incorporated in this Supplemental Mortgage, as though those provisions were included in this Supplemental Mortgage in full, including, without limitation the provisions of Section 9.21 (Revolving Credit).

2.3. **Receipt Acknowledged.** By executing this Supplemental Mortgage, Mortgagor hereby acknowledges that Mortgagor has previously received a copy of the Mortgage, as recorded, and that it is Mortgagor's intent that all provisions of the Mortgage referenced in Section 2.2 hereof shall be incorporated in and become a part of this Supplemental Mortgage.

## 3. Miscellaneous

3.1. **Governing Law/Litigation.** This Supplemental Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws. To the extent that this Supplemental Mortgage may operate as a security agreement under the Illinois Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SUPPLEMENTAL MORTGAGE SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR SUCH OTHER VENUE AS DEEMED REASONABLY APPROPRIATE BY MORTGAGEE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 3.1.

3.2. **Entire Agreement.** The Loan Documents constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee with respect to the matters addressed in the Loan Documents. Mortgagor hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Mortgagee to make any representations, understandings, stipulations, agreements or promises, oral or written, with respect in the matters addressed in the Loan Documents

3.3. **FINAL AGREEMENT.** THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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## SIGNATURE PAGE TO SUPPLEMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

IN WITNESS WHEREOF, this Supplemental Mortgage is executed by Mortgagor as of the date hereof.

**MORTGAGOR:**

WEEKLEY HOMES, LLC, a Delaware limited liability company

By: Mary Cavallino

Name: \_\_\_\_\_

Title: Mary Cavallino

Date: 8/12/16 **Finance Coordinator**

Property of Cook County Notary Public's Office

**ACKNOWLEDGMENT**

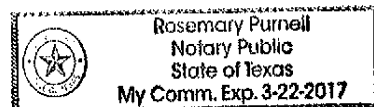
STATE OF Texas )  
 )  
COUNTY OF HARRIS )

I, Rosemary Purnell, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Cavallino, the Finance Coordinator of WEEKLEY HOMES, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Finance Coordinator of such limited liability company as his/her free and voluntary act, and as the free and voluntary act of such \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of August 2016

Rosemary Purnell  
Notary Public

My commission expires: \_\_\_\_\_



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## EXHIBIT A

LEGAL DESCRIPTION OF LAND AS REFERRED TO IN SECTION 1.2 OF THE  
SUPPLEMENT TO CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND  
RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Parcel 1:

[INSERT DESCRIPTION OF LOT]

PIN No.: \_\_\_\_\_

Common Address: \_\_\_\_\_

[REPEAT FOR ADDITIONAL LOTS]

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## EXHIBIT A

Order No.: 16019438GV

**For APN/Parcel ID(s): 04-32-200-010-0000, 04-32-101-016-0000 and**

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LOT 20 IN THE FINAL PLAT OF THE ENCLAVE AT THE GROVE, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2015 AS DOCUMENT NO. 1526829071 IN COOK COUNTY ILLINOIS.

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## EXHIBIT A

Order No.: 16019440GV

For APN/Parcel ID(s): **04-32-101-016, 04-32-200-010** and

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LOT 22 IN THE FINAL PLAT OF THE ENCLAVE AT THE GROVE BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2015 AS DOCUMENT NO. 1526829071 IN COOK COUNTY ILLINOIS

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## EXHIBIT A

Order No.: 16019442GV

**For APN/Parcel ID(s): 04-32-101-016, 04-32-200-010 and 04-32-200-052**

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LOT 44 IN THE FINAL PLAT OF THE ENCLAVE AT THE GROVE BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2015 AS DOCUMENT NO. 1526829071 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office