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Fidelity National Title
GF #SC17022344

Doc#: 1725401107 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/11/2017 12:49 PM Pg: 1 of 6

Mark L. Ghent
Bank of America, N.A.
901 Main Street, 20th Floor
TX1-492-20-10
Dallas, Texas 75202

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

(COOK COUNTY, ILLINOIS)

THIS SUPPLEMENT TO AMENDED AND RESTATED 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 the Mortgagor's signature below, and executed and delivered by WILLIAM RYAN HOMES, INC., an Illinois corporation ("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": WILLIAM RYAN HOMES, INC., an Illinois corporation.

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

"Loan Agreement": That certain Construction Loan Agreement dated as of February 17, 2012, executed by Mortgagor, the other Borrowers (as defined therein), and Mortgagee, as Lender, as it may from time to time be amended, restated, modified or supplemented.

"Mortgage": That certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 28, 2010 executed by Mortgagor to and for the benefit of JPMorgan Chase Bank, N.A. ("JPMC"), recorded in the real property records of Cook County, Illinois, on January 12, 2011, as Document No. 2011R0002466 (as the same may have been previously supplemented or amended), which was assigned by JPMC to Mortgagee by that certain Assignment of Notes and Mortgages/Deed of Trust recorded in the real property records of Cook County, Illinois on March 7, 2012, as Document No. 2012R0009712, and which was then amended and restated in its entirety pursuant to that certain Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, executed by Mortgagor to and for the benefit of Mortgagee, recorded in the real property records of Cook County, Illinois on March 7, 2012, as Document No. 2012R0009713 (as the same may have been previously supplemented or amended).

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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.

1.2. **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.

1.3. **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 Note (as defined in the Loan Agreement) and the Loan Agreement, as the same may be amended, restated or modified; (b) payment of indebtedness not to exceed the present aggregate maximum principal amount of Twenty-Five Million and No/100 Dollars (\$25,000,000.00) with interest thereon, evidenced by the Loan Agreement and the 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 Past Due 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

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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). This 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.

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

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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 AMENDED AND RESTATED CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

IN WITNESS WHEREOF, this instrument is executed by Grantor as of the date hereof.

MORTGAGOR:

WILLIAM RYAN HOMES, INC., an Illinois corporation

By: Kara Churak
Name: Kara Churak
Title: Assistant Secretary

Date: 8/28/2017

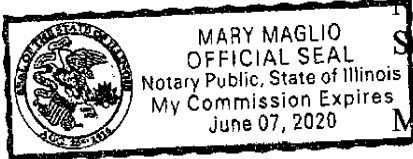
[SEAL]

STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 28 day of August, 2017 by Kara Churak, as Assistant Secretary of WILLIAM RYAN HOMES, INC., an Illinois corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Mary Maglio
Printed Name: Mary Maglio
Notary Public
Serial Number (if any): _____
My Commission Expires: _____



(NOTARY SEAL)

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EXHIBIT A

Order No.: SC17022344

For APN/Parcel ID(s): 06-28-102-007-0000 and 06-28-102-018-0000

For Tax Map ID(s): 06-28-102-007-0000 and 06-28-102-018-0000

PROPERTY 1: 1322 HIGHPOINT COURT

LOT 6 IN BARTLETT RIDGE SUBDIVISION BEING A PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 28, 2016 AS DOCUMENT NUMBER 1627245088 IN COOK COUNTY, ILLINOIS.

PROPERTY 2: 1318 HIGHPOINT COURT

LOT 7 IN BARTLETT RIDGE SUBDIVISION BEING A PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 28, 2016 AS DOCUMENT NUMBER 1627245088 IN COOK COUNTY, ILLINOIS.

PROPERTY 3: 1302 HIGHPOINT COURT

LOT 11 IN BARTLETT RIDGE SUBDIVISION BEING A PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 28, 2016 AS DOCUMENT NUMBER 1627245088 IN COOK COUNTY, ILLINOIS.

PROPERTY 4: SIERRA COURT

LOT 13 IN BARTLETT RIDGE SUBDIVISION BEING A PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 28, 2016 AS DOCUMENT NUMBER 1627245088 IN COOK COUNTY, ILLINOIS.