

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 1803615005 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/05/2018 09:05 AM Pg: 1 of 5

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

Accommodation 215 rd

The property identified as: PIN: 32-16-128-018-0000

Address:

Street: 510 Union Avenue

Street line 2:

City: Chicago Heights

State: IL

ZIP Code: 60411

Lender: First American Bank

Borrower: Hispanic Housing Development Corporation

Loan / Mortgage Amount: \$3,500,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 2E44229D-03BE-47D0-8591-942D19EC41E4

Execution date: 1/30/2018

# UNOFFICIAL COPY

**THIS INSTRUMENT WAS  
PREPARED BY AND AFTER  
RECORDING RETURN TO:**

First American Bank  
PO Box 307  
Hampshire, Illinois 60140

**PERMANENT INDEX #:**

32-16-128-018-0000 (Parcel 1)  
32-16-128-019-0000 (Parcel 1)  
32-18-216-012-0000 (Parcel 2)  
32-08-117-007-0000 (Parcel 3)  
32-04-103-017-0000 (Parcel 4)  
32-05-118-044-0000 (Parcel 5)

**STREET ADDRESS:**

510 Union Avenue  
Chicago Heights, IL 60411 (Parcel 1)  
423 Sandra Lane  
Chicago Heights, IL 60411 (Parcel 2)  
216 Leonard Avenue,  
Chicago Heights, IL 60411 (Parcel 3)  
808 North Rainbow Drive  
Glenwood, IL 60425 (Parcel 4)  
18518 Center Avenue  
Homewood, IL 60430 (Parcel 5)



**FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES**

**THIS Amendment**, made January 18, 2018, by and between **Hispanic Housing Development Corporation**, an Illinois not-for-profit limited liability company (hereinafter referred to as "Mortgagor"), and **First American Bank**, an Illinois banking corporation (hereinafter referred to as "Mortgagee").

**WITNESSETH:**

**WHEREAS**, the Mortgagor is justly indebted to Mortgagee in the principal sum of Three Million and No/100 Dollars (\$3,000,000.00) evidenced by the certain Single Pay Note dated December 18, 2014 (the "Single Pay Note"), made by Mortgagor pursuant to the Amended and Restated Loan and Security Agreement, dated December 18, 2014, as amended, between Mortgagor and Mortgagee (the "Loan Agreement"), and made payable to the order of and delivered to Mortgagee, in and by which Single Pay Note the Mortgagor promised to pay the principal sum and interest as set forth in the Single Pay Note;

**WHEREAS**, pursuant to the terms of the Loan Agreement, the Mortgagor also executed and delivered to Mortgagee, a Mortgage dated August 24, 2016 and recorded September 21, 2016 with the Cook County Recorder of Deeds as Document No. 1626549012, (the "Mortgage") and an Assignment of Rents and Leases dated August 24, 2016 and recorded September 21, 2016 with the Cook County Recorder of Deeds as Document No. 1626549013 (the "Assignment of Rents") encumbering certain property in Cook County, Illinois as more fully described on the attached Exhibit A;

**UNOFFICIAL COPY**

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**WHEREAS**, the Mortgagor and the Mortgagee wish to refinance the existing indebtedness under the Single Pay Note and to extend additional indebtedness to the Mortgagor in the form of a Third Term Note dated January 18, 2018 in the original principal amount of \$3,500,000.00 (the "Third Term Note"); and

**WHEREAS**, the Mortgagor and Mortgagee wish the indebtedness arising under the Third Term Note to be secured by the Mortgage and the Assignment of Rents.

**NOW THEREFORE**, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Mortgagor and Mortgagee, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment.
2. The Mortgage and Assignment of Rents shall secure the payment of the principal sum of money and interest and other charges and sums due in accordance with the terms and provisions of the Third Term Note (and all extensions, renewals, refinancings, and amendments thereof), the Mortgage, the Assignment of Rents and the Loan Agreement.
3. Except as herein amended, the Mortgage, and the Assignment of Rents are ratified and confirmed and shall remain in full force and effect in accordance with the terms.

**IN WITNESS WHEREOF**, Mortgagor and Mortgagee have executed this instrument the day and year first written above.

**Hispanic Housing Development Corporation**

By: 

Laura Selby, EVP/COO/CFO

**First American Bank**

By: 

Mark E. Kroencke,  
Executive Vice President

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

I, Shawn Sullivan, a Notary Public in and for said County in the State aforesaid, DO  
HEREBY CERTIFY THAT Laura Selby, personally known to me and known by me to be the EVP/COO/CFO of  
Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, in whose name the above and  
foregoing instrument is executed, appeared before me this day in person and acknowledged that she signed and  
delivered the said instrument as her free and voluntary act and as the free and voluntary act of said Hispanic  
Housing Development Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this January 30, 2018.

Shawn Sullivan  
Notary Public

My Commission Expires: 01/06/20



STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

I, Shawn Sullivan, a Notary Public in and for said County in the State aforesaid, DO  
HEREBY CERTIFY THAT Mark E. Kroenke, personally known to me and known by me to be the Executive  
Vice President of First American Bank, an Illinois banking corporation, in whose name the above and foregoing  
instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the  
said instrument as his free and voluntary act and as the free and voluntary act of said First American Bank for the  
uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this January 30, 2018.

Shawn Sullivan  
Notary Public

My Commission Expires: 01/06/20



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## EXHIBIT A

### Legal Description

**PARCEL 1:**

LOTS 33 AND 34 IN BLOCK 51 IN PERCEY WILSON'S KEYSTONE ADDITION TO ARTERIAL HILL, A SUBDIVISION OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 105 BRADLEY TERRACE, A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1956 AS DOCUMENT NO. 16501414, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 7 IN BLOCK 8 IN SERENA HILLS UNIT NUMBER 1, A SUBDIVISION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

LOT 81 IN GLENWOOD MANOR UNIT #1, A SUBDIVISION OF PART OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

LOT 39 IN HOMEWOOD TERRACE NORTH BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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