

Illinois Anti-Predatory
Lending Database
Program

Doc#: 1803615006 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 315 KB

The property identified as: **PIN: 32-17-423-026-0000**

Address:

Street: 182 Broadway

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: 97F9B23C-AC99-4314-A59A-F362709314F5

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 #:

32-17-423-026-0000 (Parcel 1)
32-08-332-011-0000 (Parcel 2)
32-08-333-019-0000 (Parcel 3)
32-17-306-028-0000 (Parcel 4)
32-19-218-012-0000 (Parcel 5)

STREET ADDRESS:

182 Broadway
Chicago Heights, IL 60411 (Parcel 1)
149 Sue Court
Chicago Heights, IL 60411 (Parcel 2)
180 Kathleen
Chicago Heights, IL 60411 (Parcel 3)
870 Birch Lane
Chicago Heights, IL 60411 (Parcel 4)
1202 Piacenti Lane
Chicago Heights, IL 60411 (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 July 8, 2015 and recorded July 24, 2015 with the Cook County Recorder of Deeds as Document No. 1520508159, (the "Mortgage") and an Assignment of Rents and Leases dated July 8, 2015 and recorded July 24, 2015 with the Cook County Recorder of Deeds as Document No. 1520508160 (the "Assignment of Rents") encumbering certain property in Cook County, Illinois as more fully described on the attached Exhibit A.;

UNOFFICIAL COPY

-2-

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. Kroencke, 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:

LOT 7 AND THE NORTHWESTERLY 5.00 FEET OF LOT 6 AND THE SOUTHEASTERLY 10.00 FEET OF LOT 8 IN BLOCK 19 IN PERCY WILSON'S ARTERIAL HILL, A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF CENTER LINE OF PUBLIC HIGHWAY KNOWN AS CHICAGO VINCENNES ROAD AND ALSO KNOWN AS DIXIE HIGHWAY (EXCEPT THE SOUTH 660 FEET THEREOF AND THE EAST 50 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 111 IN OLYMPIA TERRACE UNIT NO. 5, A SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, AND THAT PART LYING WEST OF THE CENTER LINE OF REIGEL ROAD OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 122 IN OLYMPIA TERRACE UNIT NUMBER 5, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8 AND THAT PART LYING WEST OF THE CENTER LINE OF RIEGEL ROAD OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 13 IN BLOCK 10 IN OLYMPIA HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 14, 1955 AS DOCUMENT NO. 16204705 AND FILED IN THE REGISTRAR'S OFFICE IN COOK COUNTY, ILLINOIS ON APRIL 14, 1955 AS DOCUMENT NO. 1587740, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 22 IN BLOCK 7 IN LINCOLN HIGHLANDS A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 514.25 FEET THE NORTH 3/4 AND THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND EXCEPT THAT PART OF THE NORTH 992.79 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION WHICH LIES WEST OF THE EAST 632.25 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

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