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Illinois Anti-Predatory Lending Database Program

Doc#: 1803615009 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/05/2018 09:05 AM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

Accommodation by EB

The property identified as: **PIN:** 32-17-120-018-0000

Address:

Street: 117 W. Glengate 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: BDB001FC-A8DB-4BCE-809C-FF47521FA80B

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 #:

32-17-120-018-0000 (Parcel A)
32-10-210-010-0000 (Parcel B)
32-03-419-024-0000 (Parcel C)
32-17-217-046-0000 (Parcel D)
32-08-326-015-0000 (Parcel E)
32-08-409-016-0000 (Parcel F)

STREET ADDRESS:

117 W. Glengate Avenue
Chicago Heights, IL 60411 (Parcel A)
307 S. Walnut Street
Glenwood, IL 60425 (Parcel B)
200 E. Maple Drive
Glenwood, IL 60425 (Parcel C)
6 E. Greenbriar Avenue
Chicago Heights, IL 60411 (Parcel D)
136 Doris Lane
Chicago Heights, IL 60411 (Parcel E)
81 E. Normandy Drive
Chicago Heights, IL 60411 (Parcel F)

**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 May 6, 2016 and recorded May 16, 2016 with the Cook County Recorder of Deeds as Document No. 1613757095, (the "Mortgage") and an Assignment of Rents and Leases dated May 6, 2016 and recorded May 16, 2016 with the Cook County Recorder of Deeds as Document No. 1613757096

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(the "Assignment of Rents") encumbering certain property in Cook County, Illinois as more fully described on the attached Exhibit A.;

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

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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 A:

LOT 81 IN OLYMPIA TERRACE UNIT NO. 2, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel B:

LOT 74 IN BROOKWOOD POINT BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 19, 1968 AS DOCUMENT NUMBER 2427372.

Parcel C:

LOT 512 IN THE EIGHTH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel D:

LOT 37 IN OLYMPIA TERRACE UNIT NUMBER 4 A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel E:

LOT 204 IN OLYMPIA TERRACE UNIT NUMBER 5, A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel F:

LOT 45 IN NORMANDY VILLA, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1956 AS DOCUMENT 16623829, IN COOK COUNTY, ILLINOIS.

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