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2111647007

This Document Prepared By & Mail to:
Eva L. Garrett, Esq.
Legal Affairs
Bureau of Economic Development
Department of Planning and Dev.
69 W. Washington, 29th Floor
Chicago, Illinois 60602

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/26/2021 09:43 AM PG: 1 OF 8

41059239 (7 OF 8)

AMENDMENT TO LOAN DOCUMENTS

This Amendment to Loan Documents (this "Amendment") is entered into as of the 23 day of April, 2021, by and between the **COUNTY OF COOK, ILLINOIS** (the "County"), a body politic and corporate of the State of Illinois, and **OAK FOREST HORIZON LIMITED PARTNERSHIP** ("Borrower"), an Illinois limited partnership.

RECITALS

1. The County has made a junior loan from the HOME Program in the amount of \$2,000,000 ("Loan").
2. The Loan is evidenced by a Junior Note (HOME Investment Partnerships Program) dated as of October 31, 2002 ("Note") and is secured by a Junior Mortgage (HOME Investment Partnerships Program) dated as of October 31, 2002 ("Mortgage"), a HOME Investment Partnerships Loan Agreement dated as of October 31, 2002 ("Loan Agreement"), a Security Agreement dated as of October 31, 2002 ("Security Agreement"), an Assignment of Leases and Rents dated as of October 31, 2002 ("Assignment of Leases"), and a Declaration of Covenants, Conditions and Restrictions dated as of October 31, 2002 ("Declaration"). The Note, Mortgage, Loan Agreement, Security Agreement, Assignment of Leases, Declaration and all other documents

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evidencing, governing or securing the Loan shall collectively be referred to herein as the "Loan Documents".

3. The Borrower and the County have agreed, subject to satisfaction of the terms and conditions of this Amendment, to modify the Loan Documents and address the issues relating to the Loan as provided herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- A. Incorporation of Recitals. The foregoing Recitals are hereby incorporated by reference and made a part of this Amendment. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Documents.
- B. Modification of Loan Documents.
1. The Maturity Date shall be changed from April 1, 2044 to June 1, 2056.
 2. The interest rate on the Loan shall be changed from one percent (1%) to zero percent (0%) per annum.
 3. The monthly repayment obligation shall be deleted and replaced with an monthly repayment obligation in an amount equal to \$125.00.
- C. Closing. This Amendment shall become effective on the date hereof.
- D. Full Force and Effect. Nothing in this Amendment shall in any manner whatsoever impair the Note, or the security of the Mortgage or alter, waive, annul, vary or affect any provision, covenant or condition of the Note, the

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Mortgage or any of the Loan Documents, nor affect or impair any rights, powers or remedies under the Loan Documents, it being the intent of the parties hereto that all of the terms, covenants, conditions and agreements of the Loan Documents shall continue and remain in full force and effect, except as specifically modified by this Amendment. The indebtedness evidenced by the Note is a continuing indebtedness and nothing contained in this Amendment, or in any other Loan Document, shall be deemed to constitute a payment, settlement or novation of the Note, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights or the County against the Borrower, or other party primarily or secondarily liable for the payment of such amounts. The Loan Documents shall be modified to reflect the changes stated in this Amendment, and all references to any document in any Loan Document shall refer to such document as modified herein. Except as expressly stated herein, all terms and conditions in the Loan Documents shall remain the same. This Amendment shall be included in the definition of "Loan Documents" as the "Amendment to Loan Documents" in all of the Loan Documents.

E. General Provisions:

1. Entire Agreement. This Amendment reflects the entire understanding of the parties with respect to the subject matter herein contained and supersedes any prior agreements, whether written or oral, in regard thereto.
2. No Waiver. This Amendment is not intended to operate as, and shall not be construed as, a waiver of any future defaults in any of the Loan Documents,

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and if such defaults shall occur, the County reserves all rights and remedies under the Loan Documents, at law or in equity.

4. Writing Required. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment or the Loan Documents shall be made or claimed by Borrower and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.
5. Counterparts. This Amendment may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Mistakes and Errors. The County reserves the right to correct any errors made in the calculation of the amounts contained in this Amendment. Borrower agrees that the County is not estopped or otherwise prohibited from correcting any such errors.

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IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the day and year first above written.

BORROWER:

OAK FOREST HORIZON LIMITED PARTNERSHIP,
an Illinois limited partnership

By: OAK FOREST HORIZON, INC.,
an Illinois corporation

By: *Elizabeth M. Demes*
Name: Elizabeth M. Demes
It's: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Elizabeth M. Demes is 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 as, she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of April, 2021.

My Commission expires: Feb. 26, 2022

Rosa I. Molina
Notary Public



[Signature Pages Continue Below]

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COUNTY:

COUNTY OF COOK, ILLINOIS

By: Susan M. Campbell
Susan M. Campbell, Director
Department of Planning and Development

ATTEST: _____
Karen A. Yarborough, County Clerk

Approved as to form: _____
Assistant State's Attorney

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Susan M. Campbell, personally known to me to be the Director of the Cook County Department of Planning and Development, within the Bureau of Economic Development, and 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, as the Director she signed and delivered the said instrument pursuant to the authority given by the County of Cook as her free and voluntary act and as the free and voluntary act of the County, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of March 2021.

My Commission expires: 10/29/23

Eva L. Garrett
Notary Public



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COUNTY:

COUNTY OF COOK, ILLINOIS

By: Susan M. Campbell
Susan M. Campbell, Director
Department of Planning and Development

ATTEST: Karen A. Yarborough
Karen A. Yarborough, County Clerk

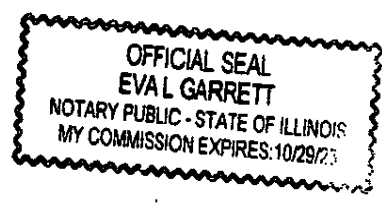
Approved as to form: Karen McKee
Assistant State's Attorney

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Susan M. Campbell, personally known to me to be the Director of the Cook County Department of Planning and Development, within the Bureau of Economic Development, and 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, as the Director she signed and delivered the said instrument pursuant to the authority given by the County of Cook as her free and voluntary act and as the free and voluntary act of the County, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of March 2021.

My Commission expires: 10/29/23
Eva L. Garrett
Notary Public



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EXHIBIT "A"

LOTS 1, 2 AND THE NORTH 1/2 OF LOT 3 (EXCEPT THE EAST 17 FEET THEREOF IN SAID LOTS) IN BLOCK 24 OF A. T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 33/80 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 14904 Cicero Avenue, Oak Forest, IL 60452
Tax Number: 28-09-404-078-0000

Property address: 14904 Cicero Avenue, Oak Forest, IL 60452
Tax Number: 28-09-404-015-0000

Property of Cook County Clerk's Office