# UNOFFICIAL COPY

Doc#. 2117341085 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 06/22/2021 11:52 AM Pg: 1 of 16

Prepared by, recording requested by & when recorded, please return to:
Tina Wright, Recording Clerk SBA Network Services, LLC 8051 Congress Avenue
Boca Raton, Florida 33487 800-487-7485 cm. 9501

COOK, ILLINOIS

### AMENDMENT TO AMENDED MORTGAGE, FIXTURE FILING AND ASSUMMENT OF LEASES AND RENTS

from

SBA 2012 TC ASSETS, LLC, Mortgagor

td

DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee, Mortgagee

DATED AS OF July 14, 2020

### THIS INSTRUMENT IS TO BE INDEXED AS BOTH A MORTGAGE AND AS A FIXTURE FILING FILED AS A FINANCING STATEMENT

Prepared by, recording requested by, and when recorded, please return to:
Tina Wright, Recording Clerk
SBA Network Services, LLC
8051 Congress Avenue
50Boca Raton, Florida 33487
800-487-7483 ext. 9501

Property Address: 8652 W. 95th St, Oak Lawn 60457, 5315 9th Ave, Countryside 60525, 700 Cougar Trail, Hoffman 60194, 16018 S. Halsted, Harvey 60426

Permanent Real Estate Index Number(s): 23-02-302-027/026-0000, 18-09-416-018, 07-14-303-002-0000, 29-02-210-028-0000,

00505109 - v1

SBA Sites: IL46511, IL46516, IL46524, IL46536

2117341085 Page: 2 of 16

## **UNOFFICIAL COPY**

## AMENDMENT TO AMENDED MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS, AS AMENDED

THIS AMENDMENT TO MORTGAGE FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS, AS AMENDED (this "Amendment"), dated as of July 14, 2020 is made by and between SBA 2012 TC ASSETS, LLC, a Delaware limited liability company ("Mortgagor"), whose address is 8051 Congress Avenue, Boca Raton, Florida 33487, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee, as lender under the Loan Agreement referred to below (in such capacity, "Mortgagee", which term shall be deemed to include successors and assigns), whose address is 60 Wall Street, New York, New York 10005, Attn: TSS-Abrinative and Structured Finance Services.

#### PRELIMINARY STATEMENT

- A. The Montgager, the Mortgagee (as successor trustee to LaSalle Bank National Association) and others entered into that certain Amended and Restated Loan and Security Agreement, dated as of November 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Existing Loan Agreement"), among Mortgagor, as borrower, any additional borrower or borrowers party thereto, and Mortgagee, as lender.
- B. The Mortgagor, Midland Loan Services, a division of PNC Bank, as servicer on behalf of the Mortgagee (the "Servicer") and the others party heretofore entered into that certain Second Amended and Restated Loan and Security Agreement dated as of October 15, 2014 (as amended, the "Amendment and Restatement"; the Existing Loan Agreement, as amended and restated by the Amendment and Restatement, the "Loan Agreement"), which among other things, amended the Existing Loan Agreement to increase the amount of the loans made pursuant thereto.
- C. The Mortgagor, the Servicer and the others party thereto entered into that certain Sixth Loan and Security Agreement Supplement and Amendment dated as July 14, 2020 (the "Supplement"), which among other things, amended the Loan Agreement to increase the amount of the loans made pursuant thereto.
- D. In fulfillment of certain conditions to the issuances of credit described in the Loan Agreement and to secure, among other things, Mortgagor's obligations under the Loan Agreement, Mortgagee is the holder of the Mortgage more particularly described on Schedule I attached hereto (as amended as described on Schedule I, the "Existing Mortgage") which encumbers the fee simple estate(s), leasehold estate(s), easement estate(s) and/or other estate(s) in the real property described therein.
- E. Subsequent to executing and delivering the Existing Mortgage, the Mortgagor acquired one or more additional estates in the real property described in the Existing Mortgage.
- F. Mortgagor and Mortgagee now desire to (i) amend the Existing Mortgage as hereinafter set forth, (ii) acknowledge and confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment, and (iii) acknowledge that Mortgagor's obligations and the Liens and security interests created under the

2117341085 Page: 3 of 16

### **UNOFFICIAL COPY**

Existing Mortgage continue in full force and effect, unimpaired and undischarged. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement or in the Existing Mortgage, as applicable.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

- 1. The Existing Mortgage is hereby amended to increase the maximum amount secured by the Existing Mortgages to TEN BILLION SIX HUNDRED MILLION TWO HUNDRED THOUSAND DOLLARS (\$10,600,000,000). The final maturity date of the indebtedness secured by the Existing Mortgage is amended to be July 14, 2052.
- 2. Schedule A of the Existing Mortgage is amended to include the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto and all references wherever contained in the Existing Mortgage to "Owned Land" shall be deemed to include such parcel(s) of real property, if any. Schedule B-1 of the Existing Mortgage is amended to include the agreement(s) described on Schedule B-1 attached hereto and all references wherever contained in the Existing Mortgage to "Mortgaged Lease" shall be deemed to include such agreement(s), if any, described on Schedule B-2 attached hereto and all references wherever contained in the Existing Mortgage to "Leased Land" in the Existing Mortgage shall be deemed to include such parcel(s) of real property, if any. By making, executing and delivering this instrument, Mortgagor specifically intends that merger of title shall not occur with respect to any estate held by Mortgagor in the parcels of real property, whether fee simple or under the Mortgaged Lease or otherwise, and that each interest shall remain separate and distinct notwithstanding the making, execution and delivery of this instrument.
- 3. All references in the Existing Mortgage to the derived term "Mortgage" shall be deemed to mean and refer to the Existing Mortgage as the same may have previously been amended and as amended by this Amendment, and as the same may be further amended, supplemented, restated or otherwise modified from time to time. The parties bereby give notice that the Loan Agreement has been amended pursuant to the Supplement. Whenever referred to in the Existing Mortgage, "Loan Agreement" shall mean the Loan Agreement referred to in the Mortgage, as amended by the Supplement, and as the same may be further amended, replaced, substituted, supplemented or otherwise modified from time to time.
- 4. Mortgagor and Mortgagee expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Mortgagor and Mortgagee hereby ratify, confirm and agree that the Loan Documents to which Mortgagor is a party and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Mortgagee's benefit thereunder, including, without limitation, the lien created by the Existing Mortgage, as amended by this Amendment, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

### **UNOFFICIAL COPY**

- 5. Mortgagor and Mortgagee acknowledge and agree that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor's or Mortgagee's duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Mortgagor's and Mortgagee's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents; or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Existing Mortgage, as amended hereby or any or all of the other Loan Documents, except as provided therein.
- 6. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and here were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
- 7. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as it such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.
- 8. This Amendment and the Loan Documents represent the entire agreement of the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party relative to the subject matter hereof not expressly set forth or referred to herein or therein.
- 9. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. This Amendment shall be governed by and construed in acco dance with the laws of the State of Illinois.
- 11. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

2117341085 Page: 5 of 16

## **UNOFFICIAL COPY**

This Amendment has been duly executed by the parties hereto as of the date first set forth above.

SBA 2012 TC ASSETS, LLC a Delaware limited liability company

By:

Name: Larry Harris

Title: Senior Vice President-Business

Development

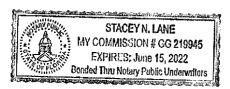
STATE OF FLORIDA : ss.:

COUNTY OF PALM BEACH

### **ACKNOWLEDGMENT**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry Harris, whose name as Senior Vice President-Business Development of SBA 2012 TC ASSETS, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me, by means of [1] physical presence or [1] online notarization, on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said

Given under my hand and seal on this the 14th day of July, 2020



Hercy M Long Notary Public

(SEAL)

My Commission Expires:

2117341085 Page: 6 of 16

## **UNOFFICIAL COPY**

DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee and lender

By: \_

Name: Ronaldo Reyes Title: Vice President

**DEUTSCHE BANK TRUST COMPANY** EA. Meda

OR COLLINE CICRES

OFFICE

AMERICAS, as trustee and lender

(signature (witness)

Print Name: Lv.z A. Meda Valdivia

2117341085 Page: 7 of 16

# **UNOFFICIAL COPY**

CALIFORNIA ACKI	NOWLEDGMENT		CIVIL CODE § 1189
ANTEN SKERT WALT SKIN VERSEN.	等是中国在国家的学生的一个企业等出版。 -	協學提供的更素体等的方向はかり出す。	e shekez shirika da kili da esa zer ek a li lekar ili da
	er officer completing this certificate ver le is attached, and not the truthfulnes		
State of California	)		
County ofC	Orange }		
37	te	Here Insert Nam	zalez Mejia, Notary Public, e and Title of the Officer
personally appeared		Name(s) of Signer(s)	A. M.
		trainelay of organization	
authorized capacity(i upon behalf of which ADRI Mot My Cor	ent and acknowledged to me the es), and that by his/her/their sign the person(s) acced, executed the person (s) acced, execu	nature(s) on the instrun the instrument.  ! certify under PENA	LTY OF PERJURY under the California that the foregoing discourse.
Place Notary :	Seal and/or Stamp Above	_	ังกาture of Notary Public
	OPT Completing this information can	deter alteration of the	a document or
	fraudulent reattachment of this		
Description of At	tached Document		$O_{x}$
	ocument: <u>Amendment</u>	to Mortgage	· · · · · · · · · · · · · · · · · · ·
Document Date: _S	September 8, 2020		Number of Pages:
Signer(s) Other Th	nan Named Above: None	}	CV .
Signer's Name:	imed by Signer(s) Ronaldo Reyes er – Title(s): <u>Vice President</u>		Amy McNulty r Title(s). Asst. Vice President

□ Other:

在基盤做某分電影響等發展來等等在表面與某些數學數學數學數學數學的學學的學學的學術的學術的學術的學術的學術的學術的學術的學術的學術的學術。 [1]

Signer is Representing: Deutsche Bank Trust

Company Americas, as Trustee

Signer is Representing: <u>Deutsche Bank Trust</u>

Company Americas, as Trustee

2117341085 Page: 8 of 16

# **UNOFFICIAL COPY**

### SCHEDULE I **Security Instruments**

The following Security Instruments are recorded in all public records of

County, Cook State: II.

Site Code: L46511-A

Parcel ID:

Address: 8652 W 95th St, Hickory Hills, IL, 60457

A. Mortgage, Fixture Fling and Assignment of Leases and Rents

Grantor/Trustor/Mortgagor: SBA 2012 TC Assets, LLC

Grantee/Trustee/Beneficiary/Mo to loe: **Deutsche Bank Trust Company Americas** 

Dated: April 18, 2013

Recording Information: 1/29/2014 doc#1402922026

Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents, as amended ₿.

Grantor/Trustor/Mortgagor: SBA 2012 TC Assets, LLC

Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Tryst Company Americas

Dated: July 7, 2016

11/18/2016 Doc#1632336218 Recording Information: SOME OFFICE

### UNOFFICIAL COPY

Schedule B-2

#### Leasehold Interest

#### A portion of:

#### LAND

Lot 6 in Marco M. Fanfani's Subdivision of Lot "A" (except the South 100 feet thereof) in Coey's Western Subdivision Second Addition, a subdivision of part of the Southwest quarter (1/4) of Section 2, Township 37 North, Range 12, East of the Third Principal Meridian, according to plat of said Marco M. Fanfani's Subdivision registered in the office of the Registrar of Titles of Cook County, Illinois, on March 18, 1963, as Document #2082000, and

The South 100 feet in Lot "A" in Coey's Western Subdivision Second Addition, a subdivision of part of the Southwest quarter (1/4) of Section 2, Township 37 North, Range 12, East of the Third Principal Meridian, according to the plat of said Marco M. Fanfani's Subdivision registered in the office of the Registrar of Titles of Cook County, Illinois, on March 18, 1963, as Document #2082000.

#### PREMISES

#### Lease Site:

That part of the South 100.00 feet of Lot "A" in Coey's Western Subdivision Second Addition, recorded October 13, 1953 as Document No. 1.77.3226 and that part of Lot Six in Marco M. Fanfani's Subdivision, recorded October 18, 1962 as Document No. 18621584, both being a subdivision of part of the Southwest Quarter of Section Two, Township Thirty-Seven North, Range Twelve, east of the Third Principal Meridian, bounded and described as follows:

Commencing at an iron pipe found at the northeast corner of said Loc6; thence North 90°00'00" West 15.00 feet along the north line of said lot; thence South 00°00'00" West 2.14 feet to the point of beginning; thence continuing South 00°00'00" West 20.00 feet; thence North 90°00'00" West 40.00 feet; thence North 90°00'00" East 20.00 feet; thence South 90°00'00" East 40.00 feet to the point of beginning.

#### Access Easement:

A 12 foot strip of land lying 6 feet on either side of a line being that part of the South 100.00 tiet of Lot "A" in Coey's Western Subdivision Second Addition, recorded October 13, 1953 as Document No. 15743226 and that part of Lot Six in Marco M. Fanfani's Subdivision, recorded October 18, 1962 as Document No. 18621584, both being a subdivision of part of the Southwest Quarter of Section Two, Township Thirty-Seven North, Range Twelve, east of the Third Principal Meridian, bounded and described as follows:

Commencing at an iron pipe found at the northeast corner of said Lot 6; thence South 00°00'00"West 42.06 feet along the east line of said Lot 6 to the point of beginning; thence North 90°00'00" West 61.91 feet; thence North 00°00'00" East 39.91 feet to the point of termination.

2117341085 Page: 10 of 16

# **UNOFFICIAL COPY**

#### Utility Easement:

An 8 foot strip of land lying 4 feet on either side of a line being that part of the South 100.00 feet of Lot "A" in Coey's Western Subdivision Second Addition, recorded October 13, 1953 as Document No. 15743226 and that part of Lot Six in Marco M. Fanfani's Subdivision, recorded October 18, 1962 as Document No. 18621584, both being a subdivision of part of the Southwest Quarter of Section Two, Township Thirty-Seven North, Range Twelve, east of the Third Principal Meridian, bounded and described as follows:

Commencing at an iron pipe found at the northeast corner of said Lot 6; thence South Point (9 feet; the.)

OR COOK COUNTY CLERK'S OFFICE 00°00'00"West 22.14 feet along the east line of said Lot 6; thence North 90°00'00" West 50.98 feet to the point of beginning; thence South 00°00'00" West 12.52 feet; thence South 38°28'47" West 48.19 feet; thence South 90°00'00" East 11.22 feet to the point of termination.

2117341085 Page: 11 of 16

### **UNOFFICIAL COPY**

### SCHEDULE I Security Instruments

The following Security Instruments are recorded in all public records of

County: Cook State: II.

Site Cod at 1\_46516-A Parcel ID: 13-09-416-018

Address: 5315 St) Avenue, Countryside, IL, 60525

Mortgage, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/Mortgagor: SBA 2012 TC Assets, LLC

Grantee/Trustee/Beneficiary/Mortgagee: **Deutsche Bank Trust Company Americas** 

Dated: April 18, 2013

1/29/2014 doc#1402922026 Recording Information:

Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents, as amended B.

SBA 2012 7 C Assets, LLC Grantor/Trustor/Mortgagor:

Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Ban!. Trust Company Americas

Dated: July 7, 2016

Recording Information:

11/18/2016 Doc#1602006218 S Office

2117341085 Page: 12 of 16

### **UNOFFICIAL COPY**

Schedule B-2

Leasehold Interest

A portion of:

LOT 3 AND THE NORTH 80 FEET OF LOT 4 IN DANSHER INDUSTRIAL PARK, COUNTRYSIDE, ILLINOIS, TRACT 4, BEING A SUBDIVISION IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known; as 5315 9<sup>th</sup> Avenue, Countryside, Illinois 60525 (APN: 18-09-416-018).

18-09-416-045-000

2117341085 Page: 13 of 16

### **UNOFFICIAL COPY**

# SCHEDULE I Security Instruments

The following Security Instruments are recorded in all public records of

County; COOK

State: II.

Site Code: L46524-A

Parcel ID: 97-14-303-002-0000

Address: 700 Cougar Trail, HOFFMAN ESTATES, IL, 60194

A. Mortgage, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/Mortgagor: SBA 2012 TC Assets, LLC

Grantee/Trustee/Beneficiary/Mo to inee: Deutsche Bank Trust Company Americas

Dated: April 18, 2013

Recording Information: 1/29/2014 doc#1402922026

B. Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents, as amended

Grantor/Trustor/Mortgagor: SBA 2012 TC Assets, LLC

Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Ban'. Trust Company Americas

Dated: July 7, 2016

Recording Information: 11/18/2016 Doc#1632006218

2117341085 Page: 14 of 16

### **UNOFFICIAL COPY**

Schedule B-2

Leasehold Interest

A portion of:

APN#: 07-14-303-002

THAT PART OF THE SOUTHEAST 114 OF THE SOUTHWEST W OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF PLUM GROVE ROAD. (EXCEPT THAT PART OF THE SOUTHEAST % OF THE SOUTHWEST QUARTER OF THE SECTION DESCRIBED AS FOLLOWS: BFGINNING AT THE NORTHWEST CORNER OF THE SAID SOUTHEAST M SOUTHWEST M. THENCE EASTWARD ALONG THE NORTH LINE OF THE SAID X; A BEARING OF THE NORTH 89DLGRIES 12 MINUTES 57 SECONDS EAST, A DISTANCE OF 99.55 FEET, THENCE SOUTH 43 DEGRIES 24 MINUTES 34 SECONDS WEST, A DISTANCE OF 103.30 FEET, THENCE NORTH 38 DEGREES AT MINUTES 31 SECONDS WEST, A DISTANCE OF 143; THENCE ALONG A CURVE CONVEXED TO THE SOUTHEAST, BEING OF 384.38 FEET IN RADIUS, A CHORD DISTANCE OF 20 FEET ON A LEAKING OF SOUTH 49 DEGREES 48 MINUTES 03 SECONDS WEST, FOR AN ARCH DISTANCE 0 / 20 FEET; THENCE SOUTH 38 DEGREES 42 MINUTES 31 SECONDS EAST, A DISTANCE OF 143 FEET, THENCE SOUTH 56 DEGREES 30 MINUTES 3 (SECONDS WEST, A DISTANCE OF 95.91 FERT, THENCE SOUTH 77 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 95.91 FEET; THE NOW SOUTH 66 DEGREES 56 MINUTES 34 SECONDS WEST, A DISTANCE OF 95.64 FEET; THENCE SOUTH 83 DEGREES 47 MINUTES 11 SECONDS WEST, A DISTANCE OF 55.84 FEET TO A POINT OF THE WEST LINE OF THE SUBJECT 1/4; THENCE NORTHWARD ALONG THE SAID WEST LINE, NORTH 2 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 285.58 FEET TO THE POINT OF BEGINNING), BOUNDED AND DESCRIBED AS FOLLOWS:

POINT OF BEGINNING; THENCE SOUTH 13DEGF.EFS 48 MINUTES 38 SECONDS EAST, 40.00 FEET, THENCE SOUTH 76 DEGREES 10 MINUTES 22 SECONDS WEST, 22.00 FEET; THENCE NORTH 76 DEGREES 49 MINUTES 38 SECONDS WEST, 20.00 FEET; THENCE NORTH 76 DEGREES 10 MINUTES 22 SECONDS EAST, 22.00 FEET TO 7.14E POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

2117341085 Page: 15 of 16

### **UNOFFICIAL COPY**

Schedule B-2

Leasehold Interest

A portion of:

APN#: 07-14-303-002

THAT PART OF THE SOUTHEAST 114 OF THE SOUTHWEST % OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF PLUM GROVE ROAD. (EXCEPT THAT PART OF THE SOUTHEAST % OF THE SOUTHWEST QUARTER OF THE SECTION DESCRIBED AS FOLLOWS: BF JANNING AT THE NORTHWEST CORNER OF THE SAID SOUTHEAST M SOUTHWEST M, THE CE EASTWARD ALONG THE NORTH LINE OF THE SAID M; A BEARING OF THE NORTH 89DEGPIES 12 MINUTES 57 SECONDS EAST, A DISTANCE OF 99,55 FEET, THENCE SOUTH 43 DEGREES? MINUTES 34 SECONDS WEST, A DISTANCE OF 103.30 FEET, THENCE NORTH 38 DEGREF 4 47 MINUTES 31 SECONDS WEST, A DISTANCE OF 143; THENCE ALONG A CURVE CONVEXED TO THE SOUTHEAST, BEING OF 384.38 FEET IN RADIUS, A CHORD DISTANCE OF 20 FEET ON A DEALING OF SOUTH 49 DEGREES 48 MINUTES 03 SECONDS WEST, FOR AN ARCH DISTANCE 0 20 FEET, THENCE SOUTH 38 DEGREES 42 MINUTES 31 SECONDS EAST, A DISTANCE OF 143 FEFT; THENCE SOUTH 56 DEGREES 30 MINUTES 3 (SECONDS WEST, A DISTANCE OF 95.91 FELT: FLENCE SOUTH 77 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 93.91 FEET; THE 13" SOUTH 66 DEGREES 56 MINUTES 34 SECONDS WEST, A DISTANCE OF 95.64 FEET; THENCE SOUTH 83 DEGREES 47 MINUTES 11 SECONDS WEST, A DISTANCE OF 55.84 FEET TO A POINT OF THE WEST LINE OF THE SUBJECT 1/4; THENCE NORTHWARD ALONG THE SAID WE'ST LINE, NORTH 2 DEGREES 53 MINUTES 21SECONDS EAST, A DISTANCE OF 285.58 FEET TO F OF POINT OF BEGINNING), BOUNDED AND DESCRIBED AS FOLLOWS:

POINT OF BEGINNING; THENCE SOUTH 13DEGPLES 48 MINUTES 38 SECONDS EAST, 40.00 FEET, THENCE SOUTH 76 DEGREES 10 MINUTES 27 SECONDS WEST, 22.00 FEET; THENCE NORTH 76 DEGREES 49 MINUTES 38 SECONDS WEST, 40.00 FEET; THENCE NORTH 76 DEGREES 10 MINUTES 22 SECONDS EAST, 22.00 FEET TO 7.4E POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

2117341085 Page: 16 of 16

# **UNOFFICIAL COPY**

### SCHEDULE I Security Instruments

The following Security Instruments are recorded in all public records of

County: Cook State: II

Site Cod 3: 1L46536-A

Parcel ID.

Address: 160 (25). Halsted, Harvey, IL, 60426

Mortgage, Fixture Filing and Assignment of Leases and Rents A.

Grantor/Trustor/Mortgagor: SBA 2012 TC Assets, LLC

Grantee/Trustee/Beneficiary/Mortgr.gee: **Deutsche Bank Trust Company Americas** 

Dated: April 18, 2013

Recording Information: 1/29/2014 doc#1402922026

В. Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents, as amended

Grantor/Trustor/Mortgagor: SBA 2012 TC Assets, LLC

Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank, Trost Company Americas

July 7, 2016

11/18/2016 Doc#1632?26218 Recording Information: SOM CO