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THIS DOCUMENT PREPARED BY:

H. Jeffrey McCown
McCown Law Offices
22837 S. Wirth
Frankfort, Illinois 60423

AFTER RECORDING RETURN TO:

Urban Partnership Bank
7054 S. Jeffery Boulevard
Chicago, Illinois 60649
Attn: Maureen Bismark

PROPERTY ADDRESS:

6718-22 S. Throop Street
Chicago, Illinois 60636

PERMANENT INDEX NUMBER:

20-20-305-029-0000



Doc#: 1118716026 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2011 02:00 PM Pg: 1 of 5

For recorders use only.

FIRST MODIFICATION TO MORTGAGES AND ASSIGNMENTS OF RENTS

This Agreement entered into as of April 1, 2011 by and between HOWARD WALTON, having an address of 3617 S. Prairie, Chicago, Illinois 60616 (the "Grantor"), and URBAN PARTNERSHIP BANK (as successor in interest to the Federal Deposit Insurance Corporation as receiver of ShoreBank), an Illinois banking association, its successors and assigns (the "Lender"), having an address of 7054 S. Jeffery Boulevard, Chicago, Illinois 60649.

A. Grantor has executed and delivered to the Lender the following Promissory Notes (collectively, the "Notes"):

(1) Promissory Note dated October 7, 2004 in the amount of \$253,000 signed by Grantor, which note is secured by a Mortgage and Assignment of Rents, each dated October 7, 2004 (the "First Mortgage and Assignment of Rents") and recorded in the Office of the Cook County Recorder of Deeds (the "Recorder's Office") on October 15, 2004 as Document Nos. 0428908116 and 0428908117, respectively, and encumbering certain property commonly known as 6718-22 S.

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Throop Street, Chicago, Illinois and as described on Exhibit A (the "Mortgaged Property").

(2) Promissory Note dated October 16, 2006 in the amount of \$60,000 signed by Grantor, which note is secured by a Mortgage and Assignment of Rents, each dated October 16, 2006 (the "Second Mortgage and Assignment of Rents") and recorded in the Recorder's Office on December 20, 2006 as Document Nos. 0635448112 and 0635448113, respectively, and encumbering the Mortgaged Property.

(3) Promissory Note dated November 24, 2009 in the amount of \$15,000 signed by Grantor, which note is secured by a Mortgage and Assignment of Rents, each dated November 24, 2009 (the "Third Mortgage and Assignment of Rents") and recorded in the Recorder's Office on December 4, 2009 and December 9, 2009 as Document Nos. 0933857012 and 0934308198, respectively, and encumbering the Mortgaged Property (collectively, the First Mortgage and Assignment of Rents, the Second Mortgage and Assignment of Rents and the Third Mortgage and Assignment of Rents are referred to herein as the "Mortgage and Assignment of Rents").

B. The parties are entering into a Loan Restructuring Agreement of even date herewith for the purpose of, among other things, (i) modifying the maturity date, interest rate and payments under the Notes and (ii) restructuring the indebtedness evidenced by such Notes into three separate promissory notes;

C. The parties desire hereby to enter into this First Modification of Mortgages and Assignments of Rents for the purpose amending the Mortgage and Assignment of Rents as set forth below;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Indebtedness Secured. (a) The definition of "Note" in the Mortgage and Assignment of Rents is hereby amended in its entirety to provide as follows:

Note: The word "Note" means, collectively, the following:

(a) Modification Note (A Note) of even date herewith in the amount of \$171,000.00 signed by Howard Walton, together with any and all extensions, renewals and modifications thereof and substitutions therefor;

(b) Modification Note (B Note) of even date herewith in the amount of \$125,457.70 signed by Howard Walton, together with any and all extensions, renewals and modifications thereof and substitutions therefor; and

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(c) Modification Note (C Note) of even date herewith in the amount of \$22,909.36 signed by Howard Walton, together with any and all extensions, renewals and modifications thereof and substitutions therefor.

2. Maximum Lien. The provision entitled "Maximum Lien" on page 1 of each of Mortgages is hereby deleted in its entirety and replaced by the following:

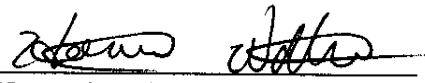
Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$450,000.00

3. Continuing Effect. All the terms of the Mortgage and Assignment of Rents are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and Assignment of Rents shall remain in full force and effect in all respects. Grantor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment of Rents.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Agreement the day and year first above written.


URBAN PARTNERSHIP BANK (as successor
in interest to the Federal Deposit Insurance
Corporation as receiver of ShoreBank)

By:


Howard Walton

By:

Its:


Chief Risk Officer

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Exhibit A

LEGAL DESCRIPTION

Lots 135, 136 and 137 in Weddel and Cox Addition to Englewood in the East 1/2 of the Southwest 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PROPERTY ADDRESS:

6718-22 S. Throop Street
Chicago, Illinois 60626

PERMANENT INDEX NUMBER:

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Property of Cook County Clerk's Office

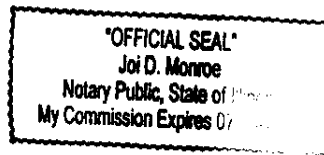
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

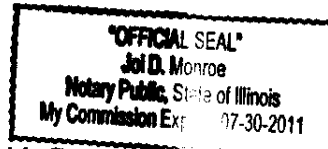
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that HOWARD WALTON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.

Joi D. Monroe
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF Cook)



The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Margaret A. Miles, the Chief Risk Officer of URBAN PARTNERSHIP BANK (as successor in interest to the Federal Deposit Insurance Corporation as receiver of ShoreBank), an Illinois banking association, who 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 he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.

Joi D. Monroe
Notary Public

