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THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Tiffany N. Brooks, Esq.
Urban Partnership Bank
7936 S. Cottage Grove Ave.
Chicago, IL 60619

Doc#: 1130834026 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/04/2011 01:51 PM Pg: 1 of 5

PROPERTY ADDRESS:

4535 South Oakenwald Avenue
Chicago, Illinois 60653

PERMANENT INDEX NUMBER:

#20-02-405-022-0000

This space reserved for Recorders use only.

MODIFICATION TO MORTGAGE

This AGREEMENT (the "Agreement"), dated as of August 1, 2011, is made by and between CRAIG H. MORTON AND STACEY D. MORTON (each a "Borrower" and collectively the "Borrowers"), having an address of 4535 S. Oakenwald Ave., Chicago, Illinois 60653, 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 7936 S. Cottage Grove Avenue, Chicago, Illinois 60619.

A. Borrowers executed and delivered to Lender the following mortgage (the "Mortgage"):

1. Mortgage dated May 29, 2008 and recorded on June 10, 2008 as Document No. 0816205023 in the Office of the Cook County Recorder of Deeds, which mortgage encumbers property located at 4535 South Oakenwald Avenue, Chicago, Illinois 60653 and as described on Exhibit A attached hereto (the "Mortgage"), and secures a certain Promissory Note in the original amount of \$960,000.00, executed by the Borrower in favor of Lender;

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B. The loan secured by the Mortgage is concurrently herewith being increased, and the parties desire to enter into this Modification of Mortgage for the purpose increasing the indebtedness secured by First Mortgage, as more specifically set forth below;

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

1. Secured Note. The definition of "Note" on page 11 of the Mortgage is hereby deleted in its entirety and replaced by the following:

Note. The word "Note" means the Promissory Note dated May 29, 2008 in the amount of \$960,000.00 signed by Borrowers as amended by a Loan Modification Agreement of even date herewith in the amount of \$1,006,661.54, together with all renewals, extensions, modifications and consolidations thereof, and all substitutions therefor.

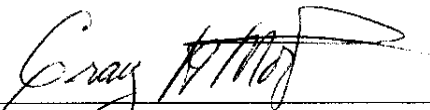
2. Maximum Lien. The provision entitled "Maximum Lien" on page 1 of the First Mortgage is hereby deleted in its entirety and replaced by the following:

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 \$1,006,661.54.

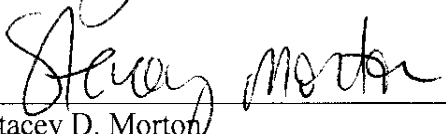
3. Continuing Effect. All the terms of the Mortgage are hereby incorporated by reference herein, and except as hereby modified, the Mortgage shall remain in full force and effect in all respects. Grantors hereby reaffirm, assume and bind themselves to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

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

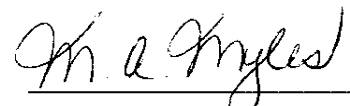
URBAN PARTNERSHIP BANK (as successor in interest to the Federal Deposit Insurance Corporation as receiver of ShoreBank)



Craig H. Morton



Stacey D. Morton

By: 

Its: **Margaret A. Myles**
Chief Risk Officer

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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 CRAIG H. MORTON 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 signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of NOVEMBER, 2011.



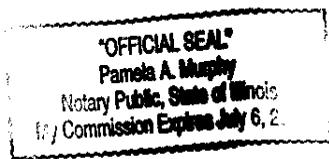
Pamela A. Murphy

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 STACEY D. MORTON, 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of NOVEMBER, 2011.



Pamela A. Murphy

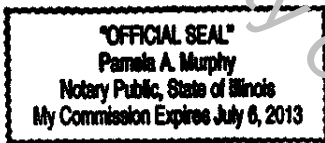
Notary Public

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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 Peggy Myles, 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 1st day of November, 2011.



Pamela A. Murphy
Notary Public

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Exhibit A

Legal Description

THOSE PARTS OF LOTS 27 AND 28 IN KENWOOD SUBDIVISION IN THE SOUTHEAST FRACTIONAL ¼ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

ALL THAT PART OF SAID LOT 27 LYING NORTHERLY OF A LINE DRAWN EASTERLY AND WESTERLY THROUGH SAID LOT 27 PARALLEL WITH AND 22 FEET SOUTHERLY FROM THE NORTHERLY LINE THEREOF AND ALL THAT PART OF SAID LOT 28 LYING SOUTHERLY OF A LINE DRAWN EASTERLY AND WESTERLY THROUGH SAID LOT 28 PARALLEL WITH AND 20 FEET NORTHERLY FROM THE SOUTHERLY LINE THEREOF REFERENCE BEING HAD TO PLAT OF SAID SUBDIVISION WHICH WAS RECORDED MARCH 17, 1887 IN BOOK 25 OF PLATS, PAGE 11 (EXCEPT THE SOUTHERLY 3 FEET OF THAT PART OF SAID LOT 27 HEREIN ABOVE DESCRIBED), IN COOK COUNTY, ILLINOIS.

PIN 20-02-405-022-0000

Address: 4535 South Oakenvale Avenue
Chicago, Illinois 60653