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THIS DOCUMENT PREPARED BY:

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

Doc#: 1134034043 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2011 03:06 PM Pg: 1 of 10

AFTER RECORDING RETURN TO:

Urban Partnership Bank
7936 S. Cottage Grove
Chicago, Illinois 60619
Attn: Commercial Real Estate

PERMANENT INDEX NUMBERS:

20-19-107-001-0000
20-19-107-002-0000
20-19-107-003-0000
20-19-107-004-0000
20-19-107-005-0000

PROPERTY ADDRESS:

2013 - 19 W. 63rd Street
Chicago, Illinois

cn # 398198

This space reserved for Recorders use only.

FIRST MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This Agreement entered into as of November 21, 2010 by and between CHICAGO TITLE LAND TRUST COMPANY (as successor trustee to First National Bank of Evergreen Park), an Illinois corporation, having an address of 171 N. Clark Street, Suite 575, Chicago, Illinois 60601, not personally, but solely as Trustee (the "Grantor") under a Trust Agreement dated July 25, 2001 and known as Trust No. 16978 (the "Trust Agreement"), 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 55 East Jackson, 16th Floor, Chicago, Illinois 60604.

A. Grantor executed a Construction Mortgage dated April 18, 2002 (the "Mortgage") and recorded on May 2, 2002 as Document No. 0020502014 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), encumbering certain property located at 2013-19 W. 63rd Street, Chicago, Illinois and as described on Exhibit A.

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B. The Mortgage secures, among other things, that certain Promissory Note dated April 18, 2002 in the amount of \$800,000, as amended by a Change in Terms Agreement dated July 28, 2005, signed by Paul Spinos and Nick Spinos (the "Borrowers");

C. The parties desire hereby to enter into this First Modification of Mortgage for the purpose amending certain the Mortgage as set forth below;

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

1. Indebtedness Secured. The definition of "Note" in the Mortgage is hereby amended in its entirety to provide as follows:

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

(a) Promissory Note dated April 18, 2002 in the amount of \$800,000, as amended by a Change in Terms Agreement dated July 28, 2005, signed by the Borrowers, together with any and all extensions, renewals and modifications thereof and substitutions therefor; and

(b) Promissory Note dated September 30, 1997 in the amount of \$500,000, as amended by a Change in Terms Agreement dated April 1, 2008 in the amount of \$255,042.13, signed by the Borrowers, together with any and all extensions, renewals and modifications thereof and substitutions therefor; and

(c) Modification Note of even date herewith in the amount of \$38,990.02 signed by Sonips, Inc., together with any and all extensions, renewals and modifications thereof and substitutions therefor.

2. Cross Default. Grantor hereby agrees that the occurrence of a default under any of the Notes or any other agreement now existing or hereafter entered into between the Lender and any one or more of the Grantor, the Borrowers or Sonips, Inc. shall constitute a default under the Mortgage and any and all other agreements now existing or hereafter entered into between the Lender and Grantor.

3. Assignment of Leases and Rents. (a) Grantor does hereby sell, assign, transfer and set over unto Lender all right, title and interest of Grantor in and to all rents, issues, revenues, and profits of the Property, together with all right, title and interest of Grantor in and to any other leases or occupancy agreements which may be hereafter entered into for all or any portion of the Property (collectively, the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Grantor and the benefit of any guarantees executed in connection with any of the Leases. This Assignment is absolute and is effective immediately; however, until notice is sent by Lender to the Grantor in writing that an event of default has occurred under the Note or under any other

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Loan Document (each such notice is hereinafter referred to as the "Notice"), Grantor may receive, collect and enjoy the rents, income and profits accruing from the Property.

(b) Representations. Grantor represents and warrants that: (i) there is no Lease in effect with respect to the Property; (ii) it has made no prior assignment or pledge of the rents assigned hereby or of the Grantor's interest in any of the Leases; (iii) no default exists in any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; (iv) Grantor shall fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Grantor, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all the Leases by the tenants thereunder to be performed and observed; (v) none of the Leases have been modified or extended; (vi) Grantor is the sole owner of the landlord's interest in the Leases; (vii) the Leases are valid and enforceable in accordance with their terms; and (viii) no prepayment of any installment of rent for more than one (1) month due under any of the Leases has been received by Grantor.

(c) Negative Covenants of Grantor. Grantor shall not without Lender's prior written consent, (i) execute an assignment or pledge of the rents from the Property or any part thereof, or of the Grantor's interest in any of the Leases, except to Lender; (ii) modify, extend or otherwise alter the terms of any of the Leases; (iii) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; (iv) execute any lease of all or any portion of the Property; (v) in any manner impair the value of the Property; or (vi) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent.

(d) Affirmative Covenants of Grantor. Grantor on and after title is conveyed to it shall at its sole cost and expense (i) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the occupants to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases of the obligations, duties or liabilities of Grantor, as Lessor, and of the occupants thereunder, and pay all costs and expenses of Lender, including reasonable attorneys' fees in any such action or proceeding in which Lender may appear; (iv) transfer and assign to Lender any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Lender upon demand any and all instruments required to effectuate said assignment; (v) furnish to Lender, within ten (10) days after a request by Lender to do so, a written statement containing the names of all occupants of the Property or any part thereof, the terms of their respective Leases, the space occupied and the rentals payable thereunder; (vi) exercise within five (5) days of demand by Lender any right to request from the lessee under any of the Leases a certificate with respect to the status thereof; (vii) furnish Lender promptly with copies of any notices of default which Grantor may at any time forward to any lessee of the Property of any part thereof; and (viii) pay immediately upon demand all sums expended by

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Lender under the authority hereof, together with interest thereon at the default rate provided in the Note.

(e) Additional Agreements of Grantor. (i) Should Grantor fail to make any payment or to do any act as herein provided for, then Lender, but without obligation so to do, and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of the Grantor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Grantor. This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Lender and Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Grantor shall and does hereby agree to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or actions of Lender. Should Lender incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Grantor shall reimburse Lender therefor with interest accruing at the rate in effect following the occurrence of a Default.

(ii) Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Grantor. A demand on any lessee by Lender for the payment of the rent on any default claimed by Lender shall be sufficient warrant to the lessee to make future payment of rents to Lender without the necessity for further consent by Grantor.

(iii) Grantor does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Lender upon receipt of demand from Lender to pay the same, and Grantor hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Lender or compliance with other requirements of Lender pursuant to this Assignment.

(iv) Grantor hereby irrevocably appoints Lender as its true and lawful attorney with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Grantor, from and after the service of the Notice of any default not having

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been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject Property, and at Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Occupants of the subject Property are hereby expressly authorized and directed to pay any and all amounts due Grantor pursuant to the Leases directly to Lender or such nominee as Lender may designate in writing delivered to and received by such occupants who are expressly relieved of any and all duty, liability or obligation to Grantor in respect of all payments so made.

(v) In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Grantor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease shall be made payable both to Grantor and Lender. Grantor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it shall duly endorse to the order of Lender any such check, the proceeds of which shall be applied to whatever portion of the indebtedness secured by this Assignment Lender may elect.

(f) Action Upon Default. Upon the occurrence of a default under this Mortgage, the Note or any of the related loan documents, Lender may, at its option, from and after the Notice and expiration of applicable period of grace, if any, and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any action or proceeding, or by receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof, and do any acts which Lender deems proper to protect the security hereof; and, either with or without taking possession of said Property, in the name of Grantor or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Lender may determine. Lender reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of the Property or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the loan documents or the Note. Grantor agrees that it shall facilitate in all reasonable ways Lender's collection of said rents, and shall, upon request by Lender, promptly execute a written notice to each lessee directing the lessee to pay rent to Lender.

(g) Lender's Right to Exercise Remedies. No remedy conferred upon or reserved to Lender herein or in the Loan Documents or the Note or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all

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representations herein and in the Note or the Loan Documents, contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Grantor and/or the Property at the sole discretion of Lender. No delay or omission of Lender to exercise any right or power accruing upon any default shall impair any such right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power or remedy given by this Assignment to Lender may be exercised from time to time as often as may be deemed expedient by Lender.

(i) Defeasance. As long as Grantor shall not be in default under this Mortgage, the Note or any of the Loan Documents, Grantor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Lender showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms of conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

4. 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. Grantor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

5. Exculpation. This First Modification of Mortgage is executed by CHICAGO TITLE LAND TRUST COMPANY (the "Trustee"), not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage and Assignment for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby.

SIGNATURE PAGE FOLLOWS

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

CHICAGO TITLE LAND TRUST
COMPANY, as trustee as aforesaid

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

**SEE ATTACHED RIDER FOR
EXECUTION BY TRUSTEE**

By: _____
Its: _____

By: *Deleen Kennedy*
Its: *Chief Financial Officer*

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

**SEE ATTACHED RIDER FOR
EXECUTION BY TRUSTEE**

The undersigned, a Notary Public in and for the said County, in the State aforesaid,
DOES HEREBY CERTIFY that _____, the
_____ of CHICAGO TITLE LAND TRUST COMPANY, as trustee as
aforesaid, 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 corporation, as trustee as aforesaid, for the uses and purposes therein set
forth.

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

Notary Public

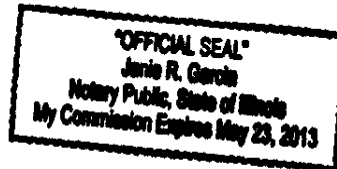
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid,
DOES HEREBY CERTIFY that Eileen Kennedy, the
Chief Financial 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 26th day of October, 2011.

[Signature]

Notary Public



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Exhibit A

LEGAL DESCRIPTION

Lots 6 to 11, both inclusive in Block 9 in South Lynne, a Subdivision in the North 1/2 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PERMANENT INDEX NUMBERS:

20-19-107-001-0000

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2013 - 19 W. 63rd Street
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