



Doc#: 1231831069 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/13/2012 03:29 PM Pg: 1 of 6

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Sheryl A. Fyock, Esq.
Latimer LeVay Fyock LLC
55 W. Monroe Street
Suite 1100
Chicago, Illinois 60603

AMENDMENT NO. 1 TO MORTGAGE

Amendment No. 1 to Mortgage dated as of August 31, 2012, made by **Gatling's Chapel, Inc.** ("Mortgagor") in favor of **OLD SECOND NATIONAL BANK** ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage dated July 16, 2008 which was recorded on August 4, 2008 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 081747083 (the "Mortgage"). Borrower and Mortgagee have entered into a forbearance agreement in conjunction with this Amendment and Mortgagee has agreed to the terms of the forbearance agreement so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. Paragraph 3 of the Mortgage shall be amended to include the following provision:

"D. 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 the note amount of \$3,000,000.00."
2. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.
3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

S	Y
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S	N
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E	Y
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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the date hereinabove first written

GATLING'S CHAPEL, INC

By: *[Signature]*
Title: President

ATTEST:

By: *[Signature]*
Title: Financial Services Manager

Property of Cook County Clerk's Office

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EXHIBIT A

PARCEL ONE: LOTS 30 THROUGH 43, 45, 46, 47, AND 48 (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 9 AFORESAID) IN BLOCK 40 IN EAST WASHINGTON HEIGHTS, A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL TWO: LOTS 25, 26, 27, 28, 29, 30, 31, AND 32 (EXCEPT THAT PART OF SAID LOTS TAKEN BY ORDINANCE FOR THE WIDENING OF SOUTH HALSTED STREET) IN BLOCK 25 IN EAST WASHINGTON HEIGHTS, IN THE WEST ½ OF THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL THREE: LOTS 4, 5, 6, 7, AND 8 (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 8) IN PAUL STEINBRECHER AND CO'S HALSTED AND 103RD ST. SUBDIVISION OF BLOCK 16 IN HITT'S SUBDIVISION OF THE SOUTH EAST ¼ OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL FOUR: LOTS 21, 22, 23, AND 24 IN BLOCK 8 IN HITT'S SUBDIVISION OF THE SOUTH EAST ¼ OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOTS 21 AND 22 AFORESAID LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SAID SECTION 8 CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT 10356815) IN COOK COUNTY, ILLINOIS.

PARCEL FIVE: LOTS 6, 7, 8, AND 9 (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 8) IN BARBER'S SUBDIVISION OF THE EAST ½ OF BLOCK 9 IN HITT'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX IDENTIFICATION NUMBER:

PARCEL ONE:	25-09-316-001; 25-09-316-002; 25-09-316-003; 25-09-316-004; 25-09-316-006; 25-09-316-007; 25-09-316-008; 25-09-316-009; 25-09-316-010; 25-09-316-011; 25-09-316-012; 25-09-316-013; 25-09-316-014; 25-09-316-015; 25-09-316-016; 25-09-316-017; 25-09-316-018; 25-09-316-019
PARCEL TWO:	25-09-308-017; 25-09-308-018; 25-09-308-019; 25-09-308-020; 25-09-308-021; 25-09-308-022;

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25-09-308-023; 25-09-308-024

PARCEL THREE: 25-08-431-019; 25-08-431-020; 25-08-431-021;
25-08-431-022

PARCEL FOUR: 25-08-415-043; 25-08-415-044; 25-08-415-045

PARCEL FIVE: 25-08-423-021; 25-08-423-022; 25-08-423-023;
25-08-423-024

COMMON ADDRESS: 10133 Halsted, Chicago, Illinois 60628.

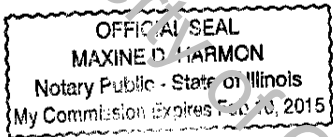
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAFAYETTE GATLING, Sr the PRESIDENT of GATLING'S CHAPEL, INC., 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 before me that she/he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 5th day of October, 2012.



Maxine D. Harmon
Notary Public

Cook County Clerk's Office

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CONFIRMATION, REAFFIRMATION AND AMENDMENT OF GUARANTY OF GATLING'S CHAPEL, INC. LIABILITIES BY LAFAYETTE GATLING, SR. AND MARGUERITE GATLING

This Confirmation, Reaffirmation and Amendment of Guaranty is dated as of August _____, 2012.

P R E A M B L E:

The undersigned is a guarantor of the indebtedness, obligations and liabilities of Gatling's Chapel, Inc. ("Borrower") to Old Second National Bank ("Lender") pursuant to that certain Guaranty dated July 16, 2008, given by the undersigned to Lender (the "Guaranty"). Borrower has requested Lender to make certain changes with respect to Lender's financing of Borrower. Lender has agreed to do so, so long as, among other things, the undersigned executes and delivers to Lender this Confirmation, Reaffirmation and Guaranty.

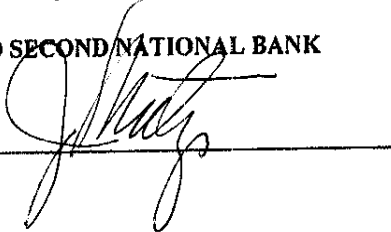
NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and which constitute an integral part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:


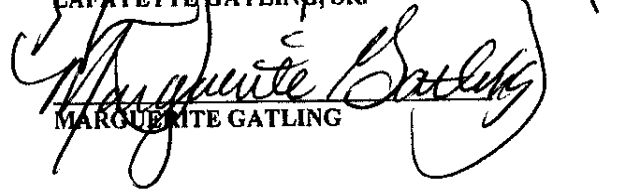
1. The undersigned acknowledges and agrees that the "Related Documents" as defined in the Guaranty, include, without limitation, that certain Third Forbearance Agreement dated the date of this Amendment by and between Borrower, the undersigned, Lafayette Gatling, Sr. and Marguerite Gatling
2. The undersigned shall continue to guaranty pursuant to the terms of the Guaranty all of the "Indebtedness" as defined in the Guaranty, as amended by this Confirmation, Reaffirmation and Amendment
3. Any collateral given to secure the Guaranty or the Liabilities herein guaranteed shall continue to secure the Guaranty as herein confirmed, reaffirmed and amended and the Indebtedness.
4. All references in the Guaranty to the Guaranty shall mean the Guaranty as confirmed and reaffirmed by this Confirmation, Reaffirmation and Amendment
5. The undersigned hereby reaffirms and restates all of the agreements, representations, covenants and obligations as set forth in the Guaranty.
6. The Guaranty, as herein confirmed, reaffirmed and amended continues in full force and effect pursuant to the terms thereof, notwithstanding any action or inaction by Lender of any kind, including, but not limited to, with respect to the Indebtedness or with respect to any collateral thereto or any guaranty thereof.
7. Except as otherwise specifically set forth in this Confirmation, Reaffirmation and Amendment, all terms defined in the Guaranty shall have the same meanings herein as therein

IN WITNESS WHEREOF, the undersigned has executed this Confirmation, Reaffirmation and Amendment of Guaranty as of the date first above written.

OLD SECOND NATIONAL BANK

By: _____




 LAFAYETTE GATLING, SR.

 MARGUERITE GATLING