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Loan No. 398420



Doc#: 1233446182 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/29/2012 02:54 PM Pg: 1 of 6

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Maureen Bismark
Urban Partnership Bank
55 East Jackson Blvd. (16th Floor)
Chicago, Illinois 60604

Address:
8032-34 South Ingleside Avenue
Chicago, Illinois
P.I.N.: 20-35-109-024-0000

H23276144

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement ("Modification") is entered into on the 2nd day of November, 2012, but effective as of November 6, 2011 ("Effective Date"), by and between **HENRY D. MCGHEE, JR.** ("Henry") and **HENRY'S SOBER LIVING HOUSE**, an Illinois not-for-profit corporation ("Living House", together with Henry are sometimes collectively called "Borrower"), and **URBAN PARTNERSHIP BANK**, as successor in interest to the Federal Deposit Insurance Corporation, as receiver for ShoreBank ("Lender").

RECITALS:

WHEREAS, Lender has heretofore made a loan to Borrower as evidenced by that certain Promissory Note dated November 6, 2006, executed and delivered by Borrower in favor of Lender in the original principal amount of \$335,000.00 ("Note"); and

WHEREAS, the Note is secured by, among other things, (a) that certain Business Loan Agreement dated November 6, 2006 between Borrower and Lender ("Loan Agreement"), (b) that certain Mortgage dated November 6, 2006 executed and delivered by Henry in favor of Lender, encumbering the real property commonly known as 8032-34 South Ingleside Avenue, Chicago, Illinois and recorded with the Cook County Recorder of Deeds ("Recorder") as Document No. 063260016, and legally described on Exhibit A attached hereto ("Mortgage"), (c) that certain Assignment of Rents dated November 6, 2006, executed and delivered by Henry in favor of Lender, covering the Property and recorded with the Recorder, as Document No. 063260017 ("Assignment"), (d) that certain Commercial Security Agreement dated November 6, 2006 between Borrower and Lender ("Security Agreement" which, collectively with the Loan Agreement, Note, Mortgage, Assignment, and all other agreements, documents and instruments executed in connection with or otherwise evidencing the indebtedness due under the Note, as each may be amended, modified, supplemented, restated or replaced from time to time, are referred to herein as the "Loan Documents", and each a "Loan Document"); and

WHEREAS, the Note has matured and Borrower has requested that Lender extend the maturity date of the Note to November 6, 2014 and Lender has agreed to do so, subject to the terms and conditions of this Modification.

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NOW, THEREFORE, in consideration of the facts set forth hereinabove, the agreements by Lender to modify the Note, the Loan Agreement and other Loan Documents as provided for herein, the covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth below. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Loan Documents.

2. Amended Note. Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the principal amount of \$307,304.94 ("Amended Note") which, among other things, extends the maturity date to November 6, 2014 and reduces the interest rate to six percent (6.00%) per annum.

3. Amendments. From and after the Effective Date:

(a) All references in the Note, Mortgage and other Loan Documents to a maturity date of November 6, 2011, are hereby deleted and replaced with November 6, 2014, and the maturity date of the Amended Note shall be November 6, 2014.

(b) The reference to "\$335,000" in the MAXIMUM LIEN paragraph of the Mortgage is hereby deleted and replaced with "\$670,000.00."

(c) The following provision is appended to the end of the Mortgage:

"WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GUARANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY."

(d) The definition of Note in the Mortgage and Assignment of Rents shall be deleted in its entirety and replaced with the following:

"Note. The word "Note" means the Amended and Restated Promissory Note dated November 2, 2012 but effective as of November 6, 2011, in the original principal amount of \$302,189.86 from Borrower to Lender, together with interest at the rate of six (6%) per annum and with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for such Note."

4. Fees. As a condition precedent to the agreements contained herein and Lender's obligations hereunder, Borrower shall pay to Lender a loan modification fee of \$500.00, plus all out-of-pocket costs and expenses incurred by Lender in connection with this Modification,

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including, without limitation, attorneys' fees and expenses. Said loan modification fee shall be fully earned by Lender as of the Effective Date.

5. Representations and Warranties. Borrower hereby represents, covenants and warrants to Lender as follows:

(e) The representations, warranties and covenants in the Loan Documents are true, correct and complete in all material respects as of the date hereof.

(f) There is currently no Event of Default under the Note, the Mortgage or any other Loan Document and Borrower has no knowledge of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under any of the Note, the Mortgage or any other Loan Document.

(g) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms.

(h) There has been no material adverse change in the financial condition of Borrower from the date of the most recent financial statements received by Lender, if any.

6. Ratification. Borrower hereby ratifies and confirms its liabilities and obligations under the Note and the other Loan Documents, as amended and/or modified hereby, and in respect to the liens and security interests created thereby, and acknowledge that they have no defenses, claims or setoffs to the enforcement by Lender of the obligations and liabilities of Borrower under any such document or in any document referred to in any thereof.

7. Reaffirmation of Loan Documents. Except as expressly provided herein, the Loan Documents are and shall remain unmodified and in full force and effect.

8. References. Any references to the "Note," the "Mortgage," the "Loan Documents" or the "Related Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended or replaced hereby. All words herein which are expressed in the masculine, feminine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

9. Counterparts. This Modification may be executed and delivered in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile or otherwise electronically transmitted counterpart hereof shall be deemed to be an original for all intents and purposes.


[Signature page follows.]


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IN WITNESS WHEREOF, this Modification has been executed and entered into as of the date first written above.

BORROWER:

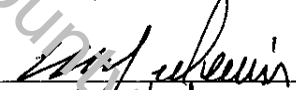
HENRY'S SOBER LIVING HOUSE

By: 
Name: Henry D. Mc Ghee Jr.
Title: Executive Director


Henry D. Mc Ghee, Jr., individually

LENDER:

URBAN PARTNERSHIP BANK, as successor in interest to the Federal Deposit Insurance Corporation, as receiver for ShoreBank

By: 
Name: Robert Jenner
Title: Chief Credit Officer


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Henry D. Mc Ghee, Jr., individually and as Executive Director of Henry's Sober Living House, an Illinois not for profit corporation, 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 such instrument as his own free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal this 2nd day of November, 2012.



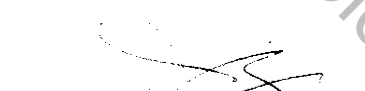
Notary Public



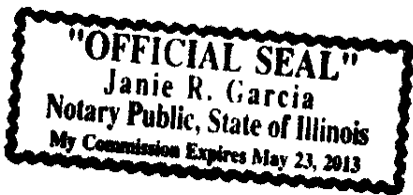
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Robert Dennis, Chief Credit Officer of Urban Partnership Bank, as successor in interest to the Federal Deposit Insurance Corporation, as receiver for ShoreBank, 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 said instrument as his/her own free and voluntary act, and the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of November, 2012.



Notary Public



Loan No. 398420

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 90 AND 91 IN E.B. SHOGREN AND COMPANY'S AVALON HIGHLAND'S SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 35. TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 6751064, IN COOK COUNTY, ILLINOIS

Address: 8032-34 South Ingleside Avenue, Chicago, IL 60619

PIN: 20-35-109-024-0000

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