



Loan No.397945/397945-02

Doc#: 1235531058 Fee: \$50.00
Karen A. Yarbrough RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/20/2012 12:42 PM Pg: 1 of 7

THIS DOCUMENT PREPARED BY:
AFTER RECORDING RETURN TO:

Eric M. Roberson
Urban Partnership Bank
7936 South Cottage Grove
Chicago, Illinois 60619
Attention: Loan Operations

THIRD MODIFICATION TO MORTGAGE

This Third Modification to Mortgage (this "**Agreement**"), dated as of October 30, 2012 is made by and **THE METROPOLITAN COMMUNITY CHURCH** a(n) Illinois not-for-profit corporation (the "**Grantor**"), having an address of 4610 South Prairie Avenue, Chicago, Illinois 60653, and **URBAN PARTNERSHIP BANK** (as successor in interest to the Federal Deposit Insurance Corporation as receiver of ShoreBank), an Illinois chartered bank, its successors and assigns (the "**Lender**"), having an address of 7936 South Cottage Grove, Chicago, Illinois 60619.

A. Grantor executed and delivered to Lender that certain Mortgage dated February 24, 2005, and recorded February 28, 2005 as **Document No. 0505942217** the Office of the Recorder of Deeds of Cook County, Illinois and encumbering property located at 4600-4634 South Prairie Avenue, Chicago, Illinois 60653, as amended by that certain Modification of Mortgage dated February 25, 2005 from the Grantor to the Lender, as amended by that certain Modification of Mortgage dated October 31, 2007 and as more specifically on Exhibit A attached hereto (the "**Mortgage**"), which Mortgage secures, among other things, that certain Promissory Note dated February 24, 2005 in the original principal amount of \$3,500,000 signed by the Grantor in favor of the Lender, as amended by that certain Change In Terms Agreement dated August 17, 2006, as amended by that certain Change In Terms Agreement dated February 28, 2007 increasing the note amount to \$3,855,000, as amended by that certain Change In Terms Agreement dated May 31, 2007 decreasing the note amount to \$3,845,015 and as amended by that certain Change In Terms Agreement dated October 31, 2007 increasing the note amount to \$3,950,000 (as may be amended, supplemented or modified from time to time, the "**Prior Note**");

B. The parties are concurrently herewith entering into a Loan Restructuring Agreement dated as of even date herewith for the purpose of, among other things, (i) modifying the maturity date, interest rate and payments under the Prior Note secured by the Mortgage, and (ii) restructuring the indebtedness evidenced by the Prior Note;

C. The parties desire hereby to amend each of the Mortgage and the Assignment as more specifically set forth herein;

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

2/65-

UNOFFICIAL COPY

Loan No.397945/397945-02

1. Indebtedness Secured. The definition of "Note" in the Mortgage is hereby deleted in its entirety and the following substituted therefor:

Note. The word "Note" means, collectively, Modification Note (A Note) of even date herewith in the amount of \$2,550,000. with an interest rate of 5.00% and the Modification Note (B Note) of even date herewith in the amount of \$1,171,835.74 (together with a Payoff Addendum to Modification Note (B Note) in the amount of \$100,457.67) with an interest rate of 1.00%, both signed by Grantor, together with any and all extensions, renewals and modifications thereof and substitutions therefor (which Modification Note (A Note) and Modification Note (B Note) constitute a modification of the Note, collectively, the "**Modification Notes**"). The maturity date of the aforesaid Modification Notes is October 30, 2013, unless extended to October 30, 2014 pursuant to the Loan Agreement;

2. Continuing Effect. All the terms of the Mortgage is 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.

3. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents (as defined in the Loan Restructuring Agreement) maintained by Lender shall be deemed to be originals thereof.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

5. Continuing Force and Effect. Except as specifically modified or amended by the terms of this Agreement, all other terms and provisions of the Mortgage is incorporated by reference herein, and in all respects, shall continue in full force and effect. The Grantor does hereby reaffirm, assume and agree to all of the obligations, duties, rights, covenants, terms and conditions contained in the Mortgage and the Loan Documents (as defined in the Loan Restructuring Agreement).

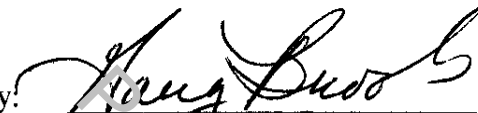
(Signature Page To Follow)

UNOFFICIAL COPY


Loan No.397945/397945-02

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

THE METROPOLITAN COMMUNITY CHURCH

By: 
Printed Name: GARY BROOKS
Its: CHAIRMAN, MINISTRY OF TRUSTEES

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

By: 
Printed Name: Robert Marjan
Its: Chief Operating Officer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Loan No.397945/397945-02

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 GARY J. BROOKS, the Chairman Ministry of Trustees of THE METROPOLITAN COMMUNITY CHURCH, 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 30th day of October, 2012.



[Handwritten Signature]

Notary Public

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Loan No.397945/397945-02

Exhibit A

Legal Descriptions

PARCEL 1

THE NORTH 65 FEET OF LOT 10 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

THE SOUTH 32 FEET OF LOT 10 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SOUTHEAST ¼ OF SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872, IN BOOK 2 OF PLAT, PAGE 83, AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

PARCEL 3

THE NORTH 50 FEET OF LOT 9 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SOUTHEAST ¼ OF SOUTHWEST ¼ OF SECTION, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872, IN BOOK 2 OF PLAT, PAGE 83, AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

PARCEL 4

THE SOUTH 50 FEET OF LOT 9 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872, IN BOOK 2 OF PLAT, PAGE 83, AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

PARCERL 5

LOT 8 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872, IN BOOK 2 OF PLAT, PAGE 83, AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Loan No.397945/397945-02

PARCEL 6

LOT 7 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872, IN BOOK 2 OF PLAT, PAGE 83, AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

PARCEL 7

LOT 6 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872, IN BOOK 2 OF PLAT, PAGE 83, AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

PARCEL 8

LOT 27 IN THE SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND SOUTH SIDE RAPID TRANSIT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 9

LOT 26 IN THE SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND SOUTH SIDE RAPID TRANSIT RAILROAD) IN COOK COUNTY, ILLINOIS.

Street Address: 4600-4634 South Prairie Avenue, Chicago, Illinois

Permanent Index Number 20-03-321-013, 20-03-321-014; 20-03-321-019, 20-03-321-020, 20-03-321-021, 20-03-321-034-8001, 20-03-321-034-8002, 20-03-321-035-8001, 20-03-321-035-8002, 20-03-321-036-8001, 20-03-321-036-8002, 20-03-321-037-8001 and 20-03-321-037-8002