Lean No. 397329 UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Adam Moreland, Esq. Chuhak & Tecson, P.C. 30 S. Wacker Drive, Suite 2600 Chicago, Illinois 60606 (312) 444-9300



Doc#: 1300847041 Fee: \$48.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/08/2013 11:42 AM Pg: 1 of 6

4279107 (1/1)

MODIFICATION TO MORTGAGE

This Modification to Mortgage (this "Modification") is dated December _______, 2012, but made effective as o July 21, 2011, and is made by and between Amaryllis Nelson, individually ("Mortgagor"), and Urban Partnership Bank, as successor in interest to the Federal Deposit Insurance Corporation, as receiver of Shore Bank ("Lender").

- A. Mortgagor has previously executed and delivered to Lender a certain Mortgage dated August 21, 2001, encumbering certain property commonly known as 8225-8229 S. Kedzie, Chicago, Illinois (the "Property"), and recorded with the Recorder of Deeds for Cook County, Illinois on August 31, 2001 as Document No. 0010810996 (the "Mortgage").
- B. The Mortgage was given to secure certain obligations (the "Loan") of Mortgagor evidenced, most recently and among other things, by that certain Amended and Restated Promissory Note dated July 16, 2006 from Chipper Treschool and Kindergarten Inc. II, an Illinois corporation, and Mortgagor (collectively the "Borrowers"), in favor of Lender in the original principal amount of Two Hundred Seventy-Two Thousand and 00/100 Dollars (\$272,000.00) (the "Note").
- C. Mortgagor and Lender desire to modify the Mortgage to include information regarding the maturity date and interest rate of the Note.

Mortgagor and Lender agree therefore:

- 1. All terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

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- 3. The Mortgage is hereby further modified and amended to reflect that Mortgagor executed and recorded the Mortgage to secure the payment of said principal sum of money in the amount of Two Hundred Seventy-Two Thousand and 00/100 Dollars (\$272,000.00), along with the interest accruing thereon at a fixed rate of 6.00%, by the maturity date of April 21, 2015 as more fully set forth in the Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
- 4. Mortgagor hereby reaffirms its obligations under the Mortgage and acknowledges that, except as modified by this Modification, all of the terms and conditions set forth therein shall continue in full force and effect.

[The balance of this page intentionally left blank.]

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IN WITNESS WHEREOF, the undersigned have executed this Modification as of the date first written above.

MORTGAGOR:

Property of Cook Its.

Clark's Office AMARYLLIS NELSON, individually

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Acknowledgments Attached to Modification to Mortgage

State of Illinois)
) ss. County of Cook)
I,, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Amaryllis Nelson, 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.
7
Given under my hand and Notarial Seal this day of December, 2012.
(Seal) Signature of Notary Public My Commission Expires:
(Seal) Signature of Notary Public My Commission Expires: "OFFICIAL SEAL" Larry Thompson Notary Public, State of Macie My Commission Expires 20, 23, 206

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State of Illinois)) ss. County of Cook)
I, Land Thomoson, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Educated A. Karaerk, personally known to me to be the COO of URBAN PARTNERSHIP BANK, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act for said Urban Partnership Bank, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this day of December, 2012.
(Seal) Hamps
Signature of Notary Public My Commission Expires: "OFFICIAL SEAL" Larry Thempsen Notary Public, State of Illinois No Commission Expires 1sty 23, 2865.

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Exhibit A

Legal Description

LOT 31 (EXCEPT THE SOUTH 14 FEET THEREOF) AND ALL OF LOT 32 AND THE SOUTH 5 FEET OF LOT 33 IN BLOCK 5 IN ALBERTA PARK ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.:

19-36-124-060-0000

Property commonly known as:

nown as: 8227-8229 S. Kedzie Ave., Chicago, Illinois