

Doc#: 1332322058 Fee: \$48.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 11/19/2013 12:41 PM Pg: 1 of 6

This instrument prepared by and when recorded return to: Lycrecia L. Parks Chicago Community Loan Tund 29 East Madison, Suite 1700 Chicago, I lirois 60602

#### Above Space For Recorder's Stamp Only

Property Addresses: 3513 W. Jackson Blvd, 3521 W. Jackson Blvd, and 3514-32 W. Fifth

Avenue, Chicago, Illinois, Cook Coun'y

PINs: 16-14-214-011-0000, 16-14-214-514-0000, 16-14-214-028-0000

16-14-214-029-0000 and 16-14-214-030-0000

#### **Omnibus Amendment**

This Omnibus Amendment (the "Amendment"), dated as of September 19, 2013, is made by and between THE PEOPLES COMMUNITY DEVELOPMENT ASSOCIATION OF CHICAGO, an Illinois not-for-profit corporation as Borrower and Mortgagor (nereinto referenced as the "Borrower") and THE CHICAGO COMMUNITY LOAN FUND, an Illinois 1 ot-for-profit corporation (the "Lender").

#### Recitals:

- A. Borrower delivered to Lender that certain Mortgage and Security Agreement with Assignment of Rents dated as of December 27, 2006, recorded with Cook County, Illinois Recorder of Deeds on January 2, 2007 as Instrument no. 0700202154, (as further amended, restated, supplemented, or otherwise modified from time to time, the "Mortgage") which relates to the property legally described on *Exhibit A* attached hereto;
- B. Borrower delivered to Lender that certain Promissory Note dated December 27, 2006, (as further amended, restated, supplemented, or otherwise modified from time to time, the "Note");

- C. Borrower delivered to Lender that certain Loan Agreement dated December 27, 2006, (as further amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement");
- D. Borrower and Lender have agreed to amend the Mortgage, the Note and the Loan Agreement on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Lender hereby agree as follows:

### SECTION 1. DEFINED TERMS

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Mortgage, as amended hereby.

#### SECTION 2. AMENDMENT TO MORTGAGE, NOTE AND LOAN AGREEMENT

- Section 2.1 The Loan term is extended twelve (12) additional months. Therefore, the maturity date of the Note and the Termination Date as defined in the Loan Agreement shall be extended to, and shall be deemed to be October 1, 2014.
- Section 2.2 The amount of the loan was originally \$250,000.00. On December 17, 2009 the amount of the loan was increased by \$5,775.61 to \$255,775.61 then on September 20, 1012 the amount was increased by \$100,000.00 to \$355,775.61.
- Section 2.3 No payment is due until the maturity date. On the maturity date a balloon payment will be due, based on the following computations. The interest rate of eight percent (8%) will be applied to the outstanding balance of \$255,775.61. This will be calculated from the prior maturity date of February 1, 2011, until the distribution of the auditional loan amount of \$100,000.00. From that date until the new maturity date of October 7, 2013, any outstanding balance will also be calculated using the eight percent (8%) interest rate.
- Section 2.4 A one-time Modification Fee in the amount of \$1,000.00 is due and payable on Borrower's receipt of this Omnibus Amendment. See attached invoice.

### SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE BORROWER

- Section 3.1 Borrower represents and warrants that the execution, delivery and performance of this Amendment is a legal, valid and binding obligation of the Borrower, enforceable against the Borrower, in accordance with its terms, except as the enforcement thereof may be subject to applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors; rights generally or by general principles of equity.
- Section 3.2 Borrower represents and warrants that the execution, delivery and performance of this Amendment will not: (a) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on it or its certificate of incorporation or by-laws; (b) violate the provisions of or require the approval or consent of any party to any indenture, instrument or agreement to which it is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of

any lien in, of or on its property pursuant to the terms thereof; or (c) require any consent of the stockholders of any person or entity, except in each case for approvals or consents which have been obtained on or before the date hereof.

Section 3.3 Borrower represents and warrants that, to the best of its knowledge, after giving effect to this Amendment, there exists no Event of Default.

#### SECTION 4. REFERENCE TO AND EFFECT ON THE MORTGAGE

- Section 4.1 Upon the effectiveness of this Amendment, each reference in the Mortgage to "this Agreement," "hereunder," "hereof," "herein" or words of like import and each reference to the Mortgage and the Note in each Loan Document shall mean and be a reference to the Mortgage and the Note, as amended hereby.
- Section 4.2 Except as specifically amended above, all of the terms, conditions and covenants of the Nicropage, the Note and the other Loan Documents shall remain unaltered and in full force and effect and shall be binding upon the Borrower in all respects and are hereby ratified and confined.
- Section 4.3 Except a sex pressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of (a) any right, power or remedy of Lender under the Mortgage, the Note or any of the Loan Documents; or (b) any Event of Default.

### SECTION 5. GENERAL PROVISIONS

- Section 5.1 Section headings in this Amendment are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Amendment.
- Section 5.2 Any provision in this Amendment that is he'd to be inoperative, unenforceable or invalid in any jurisdiction shall, as to that jurisdiction be inoperative, unenforceable or invalid without affecting the remaining provisions on that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Amendment are declared to be severable.
- Section 5.3 This Amendment shall be construed in accordance with and be governed by the laws of the State of Illinois (without giving effect to their principals thereof reating to conflicts of law).
- Section 5.4 This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart.

[signature pages follow]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

## BORROWER/MORTGAGOR:

THE PEOPLES COMMUNITY DEVELOPMENT ASSOCIATION OF CHICAGO, an Illinois not-for-profit corporation

OF CHICAGO, an Illinois not-for-profit corporation
By: Its: Ires, dent Printed Name: Michael Enday Address, 2520 W. Fifth Avenue Chicago, IL 60624
STATE OF ILLINOIS )
COUNTY OF COOK SS
The foregoing Omnibus Amendir, int was acknowledged before me, the undersigned
Notary Public, in the County and State aforese id, this 16 day of 0 ct , 2013,
by Michael Eaddy the President of THE
PEOPLES COMMUNITY DEVELOPMENT ASSOCIATION OF CHICAGO, an Illinois not-
for-profit corporation.
D. March
[Notary Seal] Notary Public
RUBY MORALES RUBY WORALES
My Commission Expires April 32, 2014  Printed Name
My Commission expires: $4-2-14$

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of

the date first above written.	o occin daily encoured und delivered us or
LENDER:	
THE CHICAGO COMMUNITY LOAN FUND, an Illinois not-for-profit corporation	
By: Acesident	8
Printed Name: Calvin L. Holmes Address. 29 E. Madison Street, Suite 1700 Chicago, IL 60602	
CTATE OF MAINING	
STATE OF ILLINOIS ) SS	
COUNTY OF COOK	
The foregoing Omnibus Ameriment was acknown Notary Public, in the County and State accressed, this by Calvin L. Holmes, the President of THE CVICAGO not-for-profit corporation.	day of Mober, 2013
[Notary Seal]	Notary Public
OFFICIAL SEAL EVELYN D TURNER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/08/15	Evelyn D. Turner Printed Name
Commence of the second	'50
My Commission expires:	Office
	, C

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## **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### **LEGAL DESCRIPTIONS**

LOT 38 THRU 43 IN BLOCK 7 IN CENTRAL PARK ADDITION OF CHICAGO, A SUBDIVISION OF THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PINs: 16-14-214-028-0000, 16-14-214-029-0000 and 16-14-214-030-0000

ADDRESS: 3514-32 W. Fifth Avenue

LOT 8 IN BLOCK 7 IN CENTRAL PARK ADDITION TO CHICAGO BEING THAT PART OF THE WEST 3 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-14-214-011-0000

ADDRESS: 3521 W. Jackson Pivd.

THE WEST 5 FEET OF LOT 4 AND ALCOF LOT 5 AND THE EAST 5 FEET OF LOT 6 IN BLOCK 7 IN CENTRAL PARK ADDITION OF CHICAGO BEING THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. SO CONTRACTOR OFFICE

PIN: 16-14-214-014-0000

ADDRESS: 3513 W. Jackson Blvd.