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Loan No.398780 and 02



Doc#: 1411929001 Fee: \$50.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 04/29/2014 10:11 AM Pg: 1 of 7

THIS DOCUMENT PREPARED BY:
AFTER RECORDING RETURN TO:

Eric M. Koberson
Urban Partnership Bank
7936 South Cottage Grove
Chicago, Illinois 60619
Attention: Loan Operations/Post Closing

SECOND MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This Second Modification to Mortgage and Assignment of Rents (this "**Agreement**") January 2, 2014 is made by **OUTREACH CHURCH OF GOD IN CHRIST**, an Illinois not-for-profit corporation (the "**Grantor**") having an address at 200 West 147th Street, Harvey, Illinois 60426 and **URBAN PARTNERSHIP BANK**, (as successor in interest to the Federal Deposit Insurance Corporation as receiver for ShoreBank), an Illinois chartered bank (the "**Lender**") having an address at 7936 South Cottage Grove Avenue, Chicago, Illinois 60619.

A. Grantor executed and delivered to Lender the following mortgageS and assignments of rent:

1. Mortgage dated April 29, 2008 executed by the Grantor in favor of the Lender, recorded with the Recorder of Cook County, Illinois (the "**Recorder**"), as Document No. 0812333063 and encumbering the property located at 14715 Hoyne Avenue, Harvey, Illinois 60426 (the "**Hoyne Property**"), more particularly described on Exhibit A attached hereto, as modified by that certain First Modification to Mortgage and Assignment of Rents dated at of April 29, 2013 and recorded with the Recorder as Document No. 1409929119 (as may be amended, supplemented or modified from time to time, the "**Hoyne Mortgage**") and
2. Assignment of Rents dated April 29, 2008 executed by the Grantor in favor of the Lender, recorded with the Recorder as Document No. 0812333064 and encumbering the Hoyne Property, as modified by that certain First Modification to Mortgage and Assignment of Rents dated at of April 29, 2013 and recorded with the Recorder as Document No. 1409929119 (as may be amended, supplemented or modified from time to time, the "**Hoyne Assignment**"); and
3. Mortgage dated April 29, 2008 executed by the Grantor in favor of the Lender, recorded with the Recorder, as Document No. 0812333060 and

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encumbering the property located at 200 West 147th Street, Harvey, Illinois 60426 (the "**147th Street Property**") more particularly described on Exhibit A attached hereto, as modified by that certain First Modification to Mortgage and Assignment of Rents dated at of April 29, 2013 and recorded with the Recorder as Document No. 1409929119 (as may be amended, supplemented or modified from time to time, the "**147th Street Mortgage**"); and

4. Assignment of Rents dated April 29, 2008 executed by the Grantor in favor of the Lender, recorded with the Recorder as Document No. 0812333061 and encumbering the 147th Street Property, as modified by that certain First Modification to Mortgage and Assignment of Rents dated at of April 29, 2013 and recorded with the Recorder as Document No. 1409929119 (as may be amended, supplemented or modified from time to time, the "**147th Street Assignment**").

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

C. The parties desire hereby to amend each of the Hoyne Mortgage, the 147th Street Mortgage (collectively, the "**Mortgage**") the Hoyne Assignment and the 147th Street Assignment (collectively, the "**Assignment**") as more specifically set forth herein;

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

1. Indebtedness Secured. The definition of "Note" in the Mortgage and the Assignment 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 \$420,000 and the Modification Note (B Note) of even date herewith in the amount of \$166,946.60 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 May 2, 2019 ;

2. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and the Assignment 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 and the Assignment.

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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 and the Assignment are 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, the Assignment and the Loan Documents (as defined in the Loan Restructuring Agreement).

(Signature Page To Follow)

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

OUTREACH CHURCH OF GOD IN CHRIST
an Illinois not-for-profit corporation

By: Rev James E Sims
Printed Name: Rev James E Sims
Its: President

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

By: [Signature]
Printed Name: Edward A. Kazasek
Its: Chief Operations Officer

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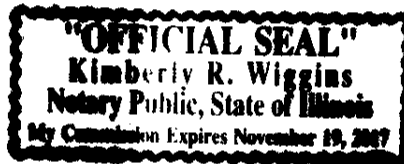
STATE OF ILLINOIS)
) SS

COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid,
DOES HEREBY CERTIFY that James Sims, the
President of **OUTREACH CHURCH OF GOD IN CHRIST**, an
Illinois not-for-profit corporation, 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, as trustee as aforesaid, for the uses and purposes
therein set forth.

GIVEN under my hand and notarial seal this 10 day of April, 2014

Kimberly Wiggins
Notary Public



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Exhibit A

Legal Descriptions

LOT 45 AND 46 IN BLOCK 174 IN HARVEY, A SUBDIVISION IN THE SOUTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 14715 Hoyne Avenue, Harvey, Illinois 60426.
PIN(s): 29-07-306-011 and 012

LOT 1 (EXCEPT THAT PART TAKEN IN CONDEMNATION CASE NO. 97L50537) AND LOTS 2, 3, 4 AND 5 IN BLOCK 174 IN HARVEY, A SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 10 IN BLOCK 173 IN HARVEY, A SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 200 West 147th Street, Harvey, Illinois 60426
PIN(s): 29-07-306-001, 002, 003, 004 and 005.