

UNOFFICIAL COPY

Loan No. 66551



Doc#: 1415742072 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/06/2014 02:09 PM Pg: 1 of 5

THIS DOCUMENT PREPARED BY:

Andrew L. Glubisz
Chuhak & Tecson, P.C.
30 S. Wacker Dr., Ste. 2600
Chicago, Illinois 60606

AFTER RECORDING RETURN TO:

Urban Partnership Bank
Attn: Eric Roberson
55 E. Jackson Blvd., Suite 1600
Chicago, IL 60604

PERMANENT INDEX NUMBERS:

25-01-401-079-0000 and 25-28-333-028-0000

PROPERTY ADDRESS:

9129 S. Chappel
Chicago, Illinois 60649

420 W. 127th Street
Chicago, Illinois 60628

This space reserved for Recorders use only.

MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This AGREEMENT (the "Agreement"), dated as of March 26, 2014, but made effective as of March 4, 2014, is made by and between MACERO INVESTMENTS, INC. an Illinois corporation, having an address of 650 Lilas Court, New Lenox, Illinois 60451 (the "Mortgagor"), to and for the benefit of URBAN PARTNERSHIP BANK, an Illinois banking association, its successors and assigns (the "Lender"), having an address of 7936 S. Cottage Grove, Chicago, Illinois 60619.

A. Mortgagor executed and delivered to Lender the following:

1. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "Mortgage") dated March 4, 2013, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 12, 2013, as Document No. 1307122031 and encumbering certain property located at 9129 S. Chappel, Chicago, Illinois; and 420 W. 127th St., Chicago, Illinois, as more specifically described on Exhibit A attached hereto (the collectively, "Property");

2. Assignment of Rents (the "Assignment") dated March 4, 2013, and

Box 400-CTCC

8917739 AP 1 of 1

Y
S
P
S
S
M
N

UNOFFICIAL COPY

Loan No. 66551

recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 12, 2013, as Document No. 1307122032, encumbering the Property;

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

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

1. Note Secured. (a) The term "Note", as defined in the Mortgage and the Assignment is hereby amended to provide as follows:

Note. The word "Note" means that certain Revolving Note dated March 4, 2013, in the amount of \$450,000.00, as amended by the Amended and Restated Revolving Note of even date herewith in the amount of \$522,500.00, signed by the Mortgagor and payable to the order of the Lender, together with any and all extensions, renewals and modifications thereof and substitutions therefor.

(b) Mortgagor expressly agrees that the Mortgage and Assignment secure (i) the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and (ii) any other sums, liabilities or indebtedness as set forth in the Mortgage and Assignment.

2. Representation, Warranties and Covenants. To induce Lender to enter into this Amendment, Mortgagor hereby represents, warrants and covenants to Lender that:

(a) The representations and warranties made by Mortgagor in the Mortgage and Assignment are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that relate to an earlier or specific date.

(b) Mortgagor has the power and authority, and the legal right, to make and deliver this Amendment and to perform all of Mortgagor's obligations under the Mortgage and Assignment, as amended by this Amendment.

(c) When executed and delivered, this Amendment and the Mortgage and Assignment, as amended by this Amendment, will constitute legal, valid and binding obligations of Mortgagor, enforceable against Mortgagor, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

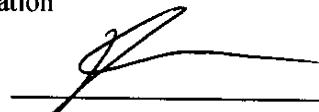
3. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and Assignment shall remain in full force and effect in all respects. Mortgagor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

UNOFFICIAL COPY

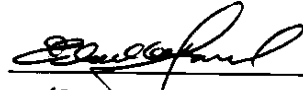
Loan No. 66551

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

MACERO INVESTMENTS, INC., an Illinois corporation

By: 
Name: Marcin Kawa
Its: President

URBAN PARTNERSHIP BANK

By: 
Name: Edward Karszek
Its: Chief Operations Officer

Property of Cook County Clerk's Office

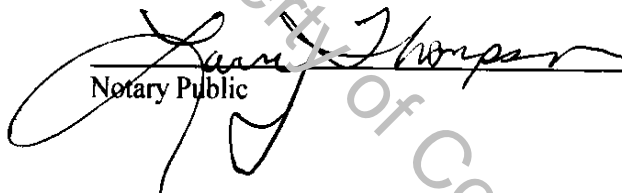
UNOFFICIAL COPY

Loan No. 66551

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 MARCIN KAWA, President of MACERO INVESTMENTS, INC., 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 as such President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26TH day of March, 2014.

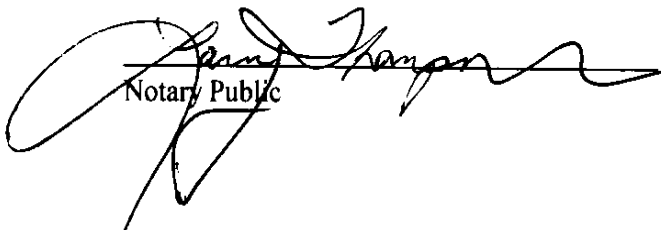

Notary Public



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 Eduard K the COO of URBAN PARTNERSHIP BANK, an Illinois banking association, 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 bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26TH day of March, 2014.


Notary Public



Loan No. 66551

UNOFFICIAL COPY

Exhibit A

Legal Description

PARCEL 1: LOT 37 (EXCEPT THE SOUTH 17 FEET THEREOF) AND LOT 38 IN BLOCK 7 IN S. E. GROSS CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 9129 S. Chappel, Chicago, IL 60649
PERMANENT INDEX NUMBER: 25-01-401-079-0000

PARCEL 2: LOT 20 IN BLOCK 7 IN FRANK R. IVES RESUBDIVISION OF LOTS 15, 16, 17 AND 18 IN ANDREW'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 420 W. 127th Street, Chicago, IL 60628
PERMANENT INDEX NUMBER: 25-28-333-028-0000

Property of Cook County Clerk's Office