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Loan 399027

THIS DOCUMENT PREPARED BY:

H. Jeffrey McCown
McCown Law Offices
22837 S. Wirth
Frankfort, Illinois 60423

Doc#: 1417815042 **Fee:** \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/27/2014 01:03 PM Pg: 1 of 5

AFTER RECORDING RETURN TO:

Urban Partnership Bank
7936 S. Cottage Grove Avenue
Chicago, Illinois 60619
Attn: Post Closing- Operations Center

PERMANENT INDEX NUMBERS:

16-08-202-006-0000
16-08-202-024-0000

PROPERTY ADDRESS:

5719-5723 W. Chicago Avenue
Chicago, Illinois

This space reserved for Recorders use only.

FIRST MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This AGREEMENT (the "Agreement"), dated as of June 12, 2014, is made by and between is executed by BETTY'S DAY CARE ACADEMY, INC., an Illinois corporation (the "Mortgagor"), having an address of 5725-27 W. Chicago Avenue, Chicago, Illinois 60651, to and for the benefit of URBAN PARTNERSHIP BANK, an Illinois banking association, its successors and assigns (the "Assignee"), having an address of 7936 S. Cottage Grove, Chicago, Illinois 60619

RECITALS:

A. Mortgagor executed and delivered to Lender the following:

1. Construction Mortgage, Security Agreement, Assignment of Rents and Fixture Filing (the "Mortgage") dated April 29, 2013 and recorded on November 6, 2013 as Document No. 1331055024 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office") and encumbering certain property located at 5719-5723 W. Chicago Avenue, Chicago, Illinois (the "Property") and as more particularly described on Exhibit A attached hereto.

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2. Assignment of Rents and Leases (the "Assignment") dated April 29, 2013 and recorded on November 6, 2013 as Document No. 1331055025 in the Recorder's Office and encumbering the "Property.

B. The Mortgage and Assignment and Modification secure, among other things, that certain Mortgage Note dated April 29, 2013 signed by Mortgagor in the amount of \$329,070.00;

C. The parties are concurrently herewith amending the aforesaid Mortgage Note and desire hereby to amend the Mortgage and the Assignment as set forth below.

AGREEMENTS:

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

1. Note Secured. (a) The term "Note", as defined in each of the Mortgage and Assignment, is hereby amended to mean the Mortgage Note dated April 29, 2013 in the principal amount of \$327,090.00, as amended by the Amended and Restated Mortgage Note of even date herewith in the principal amount of \$233,750.00 signed by 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 the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage or the Assignment.

2. Miscellaneous. (a) Amendments. This Agreement may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

(b) Successors and Assigns. This Agreement shall be binding upon Mortgagor and the Lender and their respective successors and assigns, and shall inure to the benefit of Mortgagor and the Lender and their successors and assigns.

(c) Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.


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

SIGNATURE PAGE FOLLOWS

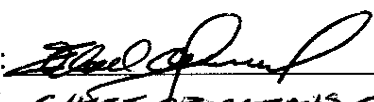
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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

BETTY'S DAY CARE ACADEMY, INC.

By: 
Betty Hughes, President

URBAN PARTNERSHIP BANK

By: 
Its: CHIEF OPERATIONS OFFICER

Property of Cook County Clerk's Office

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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 Betty Hughes, President of BETTY'S DAY CARE ACADEMY, INC., 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 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 12th day of June, 2014.

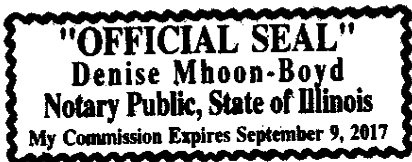


Denise Mhoon-Boyd
Notary Public

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 Edward Karasak, inc. Chief Operations Officer 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 16th day of June, 2014.



Denise Mhoon-Boyd
Notary Public

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Exhibit A

Legal Description

LOT 6 AND LOT 5 (EXCEPT THE EAST 10 FEET THEREOF) IN BLOCK 10 IN AUSTIN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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