



**Doc#:** 1424016022 **Fee:** \$52.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/28/2014 02:21 PM Pg: 1 of 7

THIS DOCUMENT PREPARED BY:  
AFTER RECORDING RETURN TO:

Eric M. Roberson  
Urban Partnership Bank  
7936 South Cottage Grove Avenue  
Chicago, Illinois 60619-0260  
Attention: Post Closing-Loan Operations

### FIRST MODIFICATION TO MORTGAGE

This First Modification to Mortgage (this "**Agreement**") dated August 28, 2014 (Effective June 3, 2012) is made by and between **CAROLYN CLARK CARROLL** (the "**Grantor**") having an address at 3207 South Calumet Avenue, Chicago, Illinois 60616 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. Carrolls Incorporated (the prior borrower which was involuntarily dissolved by the State of Illinois in 2007, hereinafter, the "**Prior Borrower**") and the Lender entered into loan and security agreements in connection with a loan in the original principal amount of \$100,000 (the "**Loan**") evidenced by, among other things, the following:

(i) Promissory Note executed and delivered by the Prior Borrower in favor of Lender dated December 3, 2004, in a face principal amount of \$100,000, as modified by that certain Change In Terms Agreement dated July 7, 2009 (the "**Prior Note**"); and

(ii) Business Loan Agreement dated December 3, 2004 executed by the Prior Borrower in favor of the Lender, as modified by that certain First Modification to Loan Documents dated as of even date herewith (as may be amended, supplemented or modified from time to time, the "**Loan Agreement**"); and

(iii) Mortgage dated December 3, 2004 executed by the Grantor in favor of the Lender, encumbering the property located at 3207 South Calumet Avenue, Chicago, Illinois 60616 (the "**Property**"), recorded with Recorder of Cook County, Illinois (the "**Recorder**"), as Document No.0436226012 (as may be amended, supplemented or modified from time to time, the "**Mortgage**"); and

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(iv) Commercial Security Agreement dated December 3, 2004 executed by the Prior Borrower in favor of the Lender, as modified by that certain First Modification to Loan Documents dated as of even date herewith (as may be amended, supplemented or modified from time to time, the "**Security Agreement**"); and

(collectively, the Prior Note, the Loan Agreement, the Mortgage, the Security Agreement and any other documents executed in connection therewith or in connection with this Agreement, are collectively referred to herein as the "**Loan Documents**").

B. The Grantor has requested that the Lender amend and restate the Prior Note to allow the Grantor to assume the obligations of the Prior Borrower under the Prior Note as well as the Prior Borrower's obligations under the Loan Documents, and the Lender has agreed to do so, upon and subject to the terms and conditions hereinafter set forth

C. The parties desire hereby to amend the Mortgage, as more specifically set forth herein:

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

1. Amendments. The definition of "Note" in the Mortgage is hereby amended in its entirety to provide as follows:

Note. The word "Note" means, that certain First Amended and Restated Promissory Note dated as of August 28, 2014 (Effective June 3, 2012) from the Borrower payable to the Lender in the face principal amount of \$33,838.07 and all renewals, substitutions, amendments and restatement thereof. The maturity date of the aforesaid Note is August 28, 2019.

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

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

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 are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Grantor does

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hereby reaffirm, assume and agree to all of the obligations, duties, rights, covenants, terms and conditions contained in the Loan Documents.

(Signature Page To Follow)


Property of Cook County Clerk's Office

A large, irregular black redaction mark covers the signature area, obscuring the name and any handwritten notes or dates.

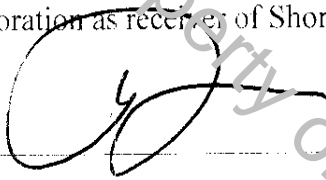
Loan No. 397957

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

By:   
Carolyn Clark Carroll

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

By: 

Printed Name: Robert Marjan

Its: Chief Operating Officer

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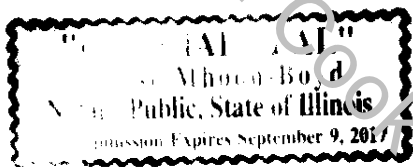
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Loan No. 397957

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 CAROLYN CLARK CARROLL, 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *28* day of *August*, 2014.



*Denise Mhoon-Boyd*

Notary Public



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Loan No. 397957

# UNOFFICIAL COPY

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 Robert Marjan, the  
~~Chief Operating Officer~~ of **URBAN PARTNERSHIP BANK** (as successor in interest to  
 the Federal Deposit Insurance Corporation as receiver of ShoreBank), an Illinois chartered bank,  
 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 28<sup>th</sup> day of August, 2014.



*Denise Mhoon-Boyd*  
 Notary Public

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Exhibit A  
LEGAL DESCRIPTION

PARCEL 1

The South 2.5 feet of Lot 46 in Block 1 in Tyler's Subdivision of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2

The North 20 feet of Lot 1 in Thorne's Subdivision of Lots 41 to 45 inclusive, in Block 1 in Tyler's Subdivision of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 3207 South Carumet Avenue, Chicago, Illinois 60616.  
PIN(s): 17-34-113-035