

THIS DOCUMENT PREPARED BY:

Jacquelyn T. Vengal
Chuhak & Tecson, P.C.
30 S. Wacker Dr., Ste. 2600
Chicago, Illinois 60606



Doc#: 1428819038 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/15/2014 11:58 AM Pg: 1 of 7

AFTER RECORDING RETURN TO:

Urban Partnership Bank
7936 South Cottage Grove Avenue
Chicago, Illinois 60619
Attention: Loan Operations/Post Closing

MODIFICATION OF MORTGAGE

This Modification of Mortgage (this "**Agreement**"), dated as of September 1, 2014, is made by **CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 9, 2002 AND KNOWN AS TRUST NUMBER #130280 ("Grantor")** and **URBAN PARTNERSHIP BANK** (as successor in interest to the Federal Deposit Insurance Corporation as receiver of ShoreBank), an Illinois chartered bank, its successors and assigns (the "**Lender**"), having an address of 7936 South Cottage Grove Avenue, Chicago, Illinois 60619.

A. Grantor executed and delivered to Lender the following mortgage:

Mortgage and Assignment of Rents, each dated May 2, 2005, and recorded with the Cook County Recorder of Deeds on June 2, 2005 as document numbers 0515311334 and 0515311335, respectively, as amended by a certain First Modification of Mortgage and Assignment of Rents dated April 1, 2012, and recorded with the Cook County Recorder of Deeds on August 22, 2012 as document number 1223546028, signed by the Grantor and encumbering property located at 8372-78 S. Anthony, Chicago, Illinois and Collateral Assignment of Beneficial Interest dated May 2, 2005, as amended, granting a security interest with respect to Trust No. 130280 as aforesaid.

B. The parties are concurrently herewith entering into a A/B Loan Modification Agreement dated as of even date herewith (the "**Agreement**") for the purpose of, among other things, (i) modifying the maturity date, interest rate and payments under the Prior Notes (as

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Loan No. 6464701 and 6464702

defined in the Agreement) secured by the Mortgage and (ii) restructuring the indebtedness evidenced by the Prior Notes;

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. Indebtedness Secured. The definition of "Note" in the Mortgage is hereby deleted in its entirety and the following substituted therefor:

Note. The word "Note" means, collectively, the following:

- (a) Promissory Note dated May 2, 2005 in the amount of \$199,000.00 signed by Sellers and Grantor, as modified by a Modification Note (A Note) dated April 1, 2012, in the amount of \$148,500.00 and the Modification Note B (B Note) dated April 1, 2012, in the amount of \$10,357.20 (together with an Addendum to the B Note in the amount of \$2,920.00), each signed by Sellers and Grantor together with any and all extensions, renewals and modifications thereof and substitutions therefor (which Modification Note A (A Note) and Modification Note B (B Note) constitute a modification of the Note, collectively, the "**Modification Notes**");
- (b) Amended and Restated Modification Note (A Note) dated as of even date herewith in the amount of \$132,610.62 and the Amended and Restated Modification Note (B Note) dated as of even date herewith in the amount of \$107,069.84 (together with an Addendum to the B Note in the amount of \$23,341.64), each signed by Sellers, together with any and all extensions, renewals and modifications thereof and substitutions therefor (which Modification Note A (A Note) and Modification Note B (B Note) constitute a modification of the Modification Notes, collectively, the "**Amended and Restated Modification Notes**"). The maturity date of the aforesaid Amended and Restated Modification Notes is January 1, 2019; and
- (c) Promissory Note dated June 9, 2006 in the amount of \$116,000.00 signed by Sellers and Grantor, together with any and all extensions, renewals and modifications thereof and substitutions therefor ("**Addenda Note**").

2. Maximum Lien. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$265,940.10.

3. Continuing Force and Effect. Except as specifically modified or amended by the

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

4. 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 Agreement) maintained by Lender shall be deemed to be originals thereof.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

(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.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO LASALLE
BANK NATIONAL ASSOCIATION NOT
PERSONALLY, BUT AS TRUSTEE UNDER
TRUST AGREEMENT DATED OCTOBER 9,
2002 AND KNOWN AS TRUST NUMBER
#130280



By: *Lidia Marinca*
Name: LIDIA MARINCA
Its: TRUST OFFICER

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

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

By: *Edward A. Karasick*
Printed Name: EDWARD A. KARASICK
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 LIDIA MARINCA, the TRUST OFFICER of CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 9, 2002 AND KNOWN AS TRUST NUMBER #130280, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of October, 2014.

Grace Marin

Notary Public



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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 Edward A. Koraszek, the Chief Operation 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 9th day of October, 2014.



Denise Mhoon-Boyd
Notary Public

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Exhibit A

Legal Description of Mortgaged Property

LOT 20 (EXCEPT THE NORTHWESTERLY 6 FEET THEREOF) AND ALL OF LOT 21 IN BLOCK 3 IN CONSTANCE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 8372-78 S. Anthony, Chicago, IL 60617

PIN: 20-36-306-017-0000

Property of Cook County Clerk's Office