Loan No. 6335201 and 6335202 FFICIAL COPY

Doc#: 1430822082 Fee: \$50.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/04/2014 02:35 PM Pg: 1 of 7

THIS DOCUMENT PREPARED BY:

Konstantinos Armiros Arnstein & Lehr LLP 120 S. Riverside Plaza, Suite 120 Chicago, IL 60:506

AFTER RECORLING RETURN TO:

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

MODIFICATION TO MORTGAGE

This Modification to Mortgage and Assignment of Rents (this "Agreement"), dated as of September 1, 2014 is made by GREATER MT. HEBRON MISSIONARY BAPTIST CHURCH, an Illinois not-for-profit corporation (the 'Crantor") having an address at 8000 S. Wood, Chicago, IL 60620 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 7336 South Cottage Grove Avenue, Chicago, Illinois 60619.

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

Mortgage dated July 22, 2003 and recorded August 18, 2003 as Document No. 0323020242 in the Office of the Recorder of Deeds of Cook County, Tinois (the "Recorder's Office") and encumbering property located at 8000 S. Wood, Chicago, IL 60620 (the "Property"), (the "Mortgage") and as more specifically described on Exhibit A attached hereto, which mortgage secures, among other things, that certain Promissory Note dated July 22, 2003 in the face principal amount of \$765,000 signed by Borrower in favor of the Lender (the "Prior Note");

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

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the Prior Note (as defined in the Loan Restructuring Agreement) secured by the Mortgage, and (ii) restructuring the indebtedness evidenced by the Prior Note;

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. <u>Indebtedness Secured</u>. 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) dated as of even date herewith in the amount of \$303,654.45 and the Modification Note (B Note) dated as of even date herewith in the amount of \$297,229.77 (together with a Pryoff Addendum to Modification Note (B Note) in the amount of \$233,304.10) both signed by Grantor, together with any and all extensions, renewals and modifications thereof and substitutions therefor. The maturity date of the aforesaid Note is September 1, 2019;
- 2. Continuing Effect. The legal description in the form attached hereto modifies and corrects the legal description set forth in the Mongage. Grantor and Lender agree that the legal description set forth in the Mortgage was erroneous due to a scrivener's error, and that the legal description attached hereto as Exhibit A is the true and correct legal description, consistent with the intent of the parties. 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. 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. <u>Counterparts.</u> 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 coe and the same agreement. Receipt of an executed signature page to this Agreement by faccinalle 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. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of **Illinois**.
- 5. <u>Continuing Force and Effect</u>. 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,

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covenants, terms and conditions contained in the Mortgage 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.

GREATER MT. HEBRON MISSIONARY BAPTIST CHURCH, an Illinois not-for-profit corporation

Printed Name:

And

Printed Name:

County Clark's Office **BANK PARTNERSHIP URBAN** successor in interest to the Federal Deposit Insurance Corporation as receiver of ShoreBank)

By:

Printed Name:

Its:

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STATE OF ILLINOIS)
) SS
COUNTY OF Cork)
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Ledholler, the CHURCH, 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 Again and Ostohn 1, 2014.
"OFFICIAL SFAL" Denise Mhoon-Poyd Notary Public, State of Illinois My Commission Expires September 9, 4017 My Commission Expires September 9, 4017
STATE OF ILLINOIS)
STATE OF ILLINOIS) SS COUNTY OF <u>Cook</u>)
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Ruth Right, the Chause of Technology of GREATER MT. HEBRON MISSIONARY BAPTIST CHURCH, 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 at the free and voluntary act of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 29th day of October, 2014.
"OFFICIAL SEAL" Denise Mhoon-Boyd Notary Public, State of Illinois Notary Public Notary Public

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STATE OF ILLINOIS)
2) SS
COUNTY OF Cook)
the Federal Deposit Insurar who is personally known to instrument, appeared before delivered the said instrument act of said bank, for the use GIVEN under my harmed Manual Manua	A Notary Public in and for the said County, in the State aforesaid, CERTIFY that

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Exhibit A

Legal Descriptions

LOTS 1 THROUGH 9 AND THE NORTH 12.5 FEET OF LOT 10 AND THE SOUTH 5.5 FEET OF THE NORTH 18 FEET OF THE EAST 89 FEET OF LOT 10 AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO 9 AND THE NORTH 12.5 FEET OF LOT 10 IN BLOCK 8 ALL IN BAIRD & ROWLAND'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY LLINOIS.

Commonly known as 8000 South Wood, Chicago, Illinois 60620 Number: .

Or Cook County Clark's Office

Property Identification Number: 20-31-211-009-0000.