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Loan No. 398547 and 39854702



Doc#: 1432316046 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/19/2014 04:21 PM Pg: 1 of 6

THIS DOCUMENT PREPARED BY:

Konstantinos Armiros
Arnstein & Lehr LLP
120 S. Riverside Plaza, Suite 1200
Chicago, IL 60606

AFTER RECORDING RETURN TO:

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

MODIFICATION TO 5150 MORTGAGE

This Modification to 5150 Mortgage (this "**Agreement**"), dated as of October 16, 2014 is made by **APOSTOLIC CHURCH OF AUSTIN**, an Illinois not for profit corporation (the "**Grantor**") having an address at 5138-48 W. Division Street, Chicago, Illinois 60651 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 and assignment of rents:

1. Mortgage dated August 16, 2007 and recorded August 23, 2007 as Document No. 723533013 in the Office of the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") and encumbering property located at 5148-50 W. Division Street, Chicago, Illinois 60651 (the "**Property**"), (the "**Mortgage**") and as more specifically on Exhibit A attached hereto, which mortgage secures, among other things, that certain Promissory Note dated August 16, 2007 in the face principal amount of \$815,000.00 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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5

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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 each of 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 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 \$440,000.00 and the Modification Note (B Note) dated as of even date herewith in the amount of \$323,891.00 (together with a Payoff Addendum to Modification Note (B Note) in the amount of \$298,525.19) 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 October 16, 2019;

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

3. 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 Loan Restructuring Agreement) maintained by Lender shall be deemed to be originals thereof.

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 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, covenants, terms and conditions contained in the Mortgage, the Assignment and the Loan Documents (as defined in the Loan Restructuring Agreement).

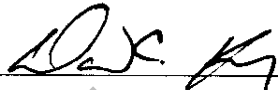
(Signature Page To Follow)

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

APOSTOLIC CHURCH OF AUSTIN

By: 
Printed Name: David C. Kay
Its: Chairman

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

By: 
Printed Name: WILLIAM FARROW
Its: PRESIDENT + CEO

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Exhibit A

Legal Description

LOTS 24 AND 25 IN BLOCK 2 IN WILLIAM A. BOND AND COMPANY'S FIRST ADDITION TO AUSTIN, BEING FRANK T. CRAWFORD'S SUBDIVISION OF BLOCKS 6 AND 7 IN COMMISSIONER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24 AFORESAID, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5148 50 W. Division, Chicago, IL 60651
PIN(s): 16-04-222-024-0000 and 16-04-222-025-0000

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