



Doc#: 1434334068 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/09/2014 01:55 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 AND ASSIGNMENT OF RENTS

This First Modification to Mortgage and Assignment of Rents (this "**Agreement**") dated as of November 25, 2014 is made by and between **MONUMENT OF FAITH EVANGELISTIC CHURCH**, an Illinois not-for-profit corporation, having and address of 2750 West Columbus Avenue, Chicago, Illinois 60652 (the "**Grantor**") and **URBAN PARTNERSHIP BANK**, (as successor in interest to the Federal Deposit Insurance Corporation as receiver for ShoreBank), an Illinois chartered bank, having an address at 7936 South Cottage Grove Avenue, Chicago, Illinois 60619 (the "**Lender**").

A. The Grantor and the Lender have entered into loan and security agreements in connection with a loan in the face principal amount of \$2,615,630 (the "**Loan**") evidenced by, among other things, the following:

(i) Modification Term Note dated as of August 1, 2011, executed and delivered by the Grantor payable to the order of the Lender, in a face principal amount of \$2,615,680 (the "**Prior Note**"); and

(ii) Business Loan Agreement dated as of July 24, 2006, from the Grantor for the benefit of the Lender, as modified by that certain First Amendment to Business Loan Agreement dated as of August 1, 2011, as further modified by that certain Second Amendment to Business Loan Agreement and Loan Documents dated as of even date herewith (as amended and supplemented from time to time, the "**Loan Agreement**") and

(iii) Mortgage dated July 24, 2006 executed by the Grantor in favor of the Lender, encumbering the property located at 2750 West Columbus Avenue, Chicago, Illinois 60652 (the "**Property**"), recorded with Recorder of Cook County, Illinois (the "**Recorder**"), as Document No. 0621640216 (as may be amended, supplemented or modified from time to time, the "**Mortgage**"); and

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(iv) Assignment of Rents dated July 24, 2006 executed by the Grantor in favor of the Lender, encumbering the Property, recorded with the Recorder as Document No. 0621640217 (as may be amended, supplemented or modified from time to time, the "**Assignment**"); and

(v) Commercial Security Agreement dated July 24, 2006 from the Grantor for the benefit of the Lender, as modified by that certain First Amendment to Business Loan Agreement dated as of August 1, 2011, as further modified by that certain Second Amendment to Business Loan Agreement and Loan Documents dated as of even date herewith (as amended and supplemented from time to time, the "**Security Agreement**"); and

(vi) Commercial Guaranty dated July 24, 2006 from Richard D. Henton (the "**Guarantor**") for the benefit of the Lender, as reaffirmed pursuant to that certain Reaffirmation of Guaranty dated as of August 1, 2011, as further reaffirmed by that certain Reaffirmation of Guaranty dated as of even date herewith (the "**Guaranty**"); and

(vii) Hazardous Substances Certificate and Indemnity Agreement dated July 24, 2006 from each of the Grantor for the benefit of the Lender, as reaffirmed by that certain Reaffirmation of Indemnity dated as of even date herewith (the "**Indemnity**"; collectively, the Prior Note, the Loan Agreement, the Mortgage, the Assignment, the Security Agreement, the Guaranty, the Indemnity 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 the Loan Documents, to among other things, modify the maturity date under Prior Note and the Lender has agreed to do so, upon and subject to the terms and conditions herein set forth herein.;

C. The parties desire hereby to amend the Mortgage and the Assignment 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, (a) that certain First Amended and Restated Modification Term Note dated as of November 25, 2014 from the Grantor payable to the Lender in the face principal amount of \$1,829,329.57 and (b) that certain Term Note dated as of November 25, 2014 from the Grantor

Loan No. 398363 and 840120

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payable to the order of the Lender in the face principal amount of \$414,971.21 and all renewals, substitutions, amendments and restatement thereto. The maturity date of the aforesaid Note is August 1, 2019.

2. Continuing Effect. All the terms of the Mortgage and the 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, 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 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 Loan Documents.

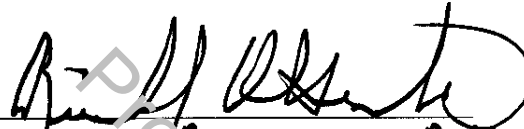
(Signature Page To Follow)

Loan No. 398363 and 840120

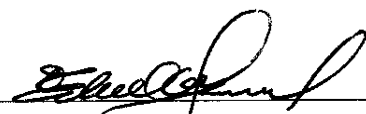
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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

MONUMENT OF FAITH EVANGELISTIC CHURCH

By: 
Printed Name: RICHARD D. MENTON
Its: PRESIDENT

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

By: 
Printed Name: EDWARD A. KARASEK
Its: CHIEF OPERATIONS OFFICER

Clerk of Cook County Clerk's Office

Loan No. 398363 and 1840120

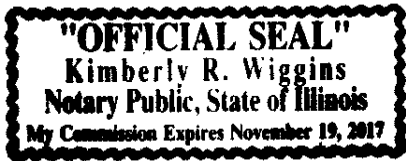
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STATE OF ILLINOIS)
) SS
COUNTY OF IL)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Richard D. Henton, the President of **MONUMENT OF FAITH EVANGELISTIC 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of November, 2014.

Kimberly Wiggins
Notary Public



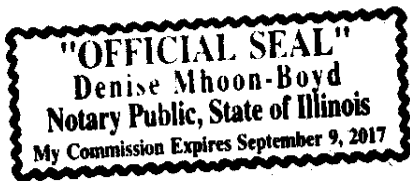
Loan No. 398363 and 1840120

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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 Karasik, the Chief Operations 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 December, 2014.



Denise Mhoon-Boyd
Notary Public

Loan No. 398363 and 1840120

UNOFFICIAL COPYExhibit A
LEGAL DESCRIPTION

Blocks 24, 26 and 27 and "A" in Wabash Addition to Chicago in Section 25, Township 38 North, Range 13, East of the Third Principal Meridian, all of vacated alleys in said Blocks 24, 26 and 27, all of vacated South California Avenue, vacated South Fairfield Avenue, vacated South Washtenaw Avenue, vacated South Rockwell Street as shown on Document No. 16184857 recorded March 24, 1955 (except from said tract that part thereof dedicated for public ways per Document No. 18962677, recorded November 5, 1963) in Cook County, Illinois.

Address: 2750-66 West Columbus Avenue, Chicago, Illinois 60652.

PIN(s):	19-25-224-014	19-25-400-001
	19-25-400-002	19-25-400-003
	19-25-401-001	19-25-401-002
	19-25-401-003	19-25-402-004