

THIS DOCUMENT PREPARED BY:

Phyllis K. Franklin
Chuhak & Tecson, P.C.
30 S. Wacker Dr., Ste. 2600
Chicago, Illinois 60606



Doc#: 1436344073 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/29/2014 03:35 PM Pg: 1 of 6

AFTER RECORDING RETURN TO:

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

MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENT

This Modification to Mortgage and Assignment of Rents (this "**Agreement**"), dated as of November 1, 2014, is made by **RONALD MASSEY**, individually (the "**Grantor**"), having an address of 60 Manor Drive, Matteson, Illinois 60443 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:

1. Mortgage dated September 25, 2008, and recorded October 23, 2008, as Document No. 0829733052 ("**Loan I Mortgage**") in the Office of the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**"), and encumbering property located at 836-44 W. 78th Street/7756 S. Green Street, Chicago, Illinois 60620 (the "**Property**"), and as more specifically on Exhibit A attached hereto, which mortgage secures, among other things, that certain Promissory Note dated September 25, 2008, in the face principal amount of \$408,000.00, signed by Grantor, in favor of the Lender ("**Prior Note I**").

2. Assignment of Rents dated September 25, 2008, and recorded October 23, 2008, as Document No. 0829733053 ("**Loan I Assignment**") in the Recorder's Office and encumbering the Property, and securing the Prior Note I.

3. Mortgage dated November 3, 2008, and recorded November 20, 2008, as Document Number 0832557073 ("**Loan II Mortgage**" and, collectively with the Loan I Mortgage, the "**Mortgages**") in the Recorder's Office and encumbering the Property, which mortgage secures, among other things, that certain Promissory Note dated November 3, 2008, in the face principal amount of \$25,000.00, signed by Grantor, in

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favor of the Lender (“**Prior Note II**” and, collectively with the Prior Note I, the “**Prior Notes**”).

4. Assignment of Rents dated November 3, 2008, and recorded on November 20, 2008, as Document Number 0832557074 (“**Loan II Assignment**” and, collectively with the Loan I Assignment, the “**Assignments**”).

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 the Prior Notes secured by the Mortgages and Assignments; and (ii) restructuring the indebtedness evidenced by the Prior Notes.

C. The parties desire hereby to amend each of the Mortgages and Assignments 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 Mortgages and Assignments is hereby deleted in its entirety and the following substituted therefor:

The word “Note” means, collectively, Modification Note (A Note) dated as of even date herewith in the amount of \$164,000.00 and the Modification Note (B Note) dated as of even date herewith in the amount of \$205,086.70 (together with a Payoff Addendum to Modification Note (B Note) in the amount of \$42,725.64) both signed by Grantor, together with any and all extensions, renewals and modifications thereof and substitutions therefor (which Modification Note (A Note) and Modification Note (B Note) constitute a modification of the Note, collectively, the “**Modification Notes**”). The maturity date of the aforesaid Modification Notes is November 1, 2019.

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

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.

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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 Mortgages and Assignments 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 Mortgages, Assignments 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.

GRANTOR: *Ronald Massey*
RONALD MASSEY, individually

LENDER:

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

By: *Edward Massey*
Printed Name: *Edward J. Massey*
Its: *Chief Operations Officer*

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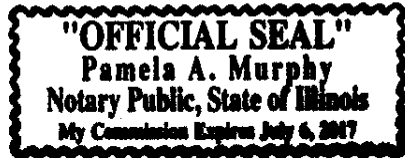
Loan Nos. 6627701 and 6627702

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 RONALD MASSEY, individually, 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 23rd day of DECEMBER, 2014.

Pamela A. Murphy
Notary Public

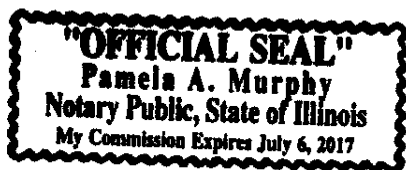


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that EDWARD LABASEK, 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 23rd day of DECEMBER, 2014.

Pamela A. Murphy
Notary Public



Loan Nos. 6627701 and 6627702

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 15 IN BLOCK 18 IN WEST AUBURN, A SUBDIVISION OF BLOCKS 17, 18, 19, 20, 29, 30, 31 AND 32 IN SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 99 FEET THEREOF) IN COOK COUNTY, ILLINOIS

Common address: 836-44 W. 78th Street/7756 S. Green Street, Chicago, Illinois 60620

PIN: 20-29-422-033-0000