

UNOFFICIAL COPY

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Michael D. Burstein
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615



Doc#: 1501345043 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/13/2015 12:19 PM Pg: 1 of 7

This space for Recorder's use only.

AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

This **AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS** (this "**Amendment**") is made as of December 18, 2014, by and between **HERITAGE INTERNATIONAL CHRISTIAN CHURCH**, an Illinois not-for-profit corporation (the "**Mortgagor**"), and **GREENWICH INVESTORS XLVI TRUST 2013-1**, a Delaware statutory trust (together with its successors and assigns, the "**Lender**").

RECITALS:

A. Evangelical Christian Credit Union ("**ECCU**") previously made a loan to the Borrower in the original principal amount of \$2,020,000.00 (the "**Loan**").

B. The Loan is evidenced by that certain Promissory Note dated July 30, 2007, executed by the Borrower and made payable to the order of ECCU in the original principal amount of the Loan (the "**Note**").

C. The Loan is secured by, among other things, that certain:

(i) Mortgage dated July 30, 2007, executed by the Borrower to and for the

UNOFFICIAL COPY

benefit of ECCU and recorded with Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") on October 5, 2007, as Document No. 0727840470 (the "**Mortgage**"), which Mortgage encumbers the Property (as hereinafter defined) and commonly known as 5306-5308 West North Avenue, Chicago, Illinois, 5312-5314 West North Avenue, Chicago, Illinois, 5316 West North Avenue, Chicago, Illinois, 5318 West North Avenue, Chicago, Illinois, and 5320-24 West North Avenue, Chicago, Illinois; and

(ii) Assignment of Rents dated July 30, 2007, executed by the Borrower to and for the benefit of ECCU and recorded with the Recorder's Office on October 5, 2007, as Document No. 0727840471 (the "**Assignment of Rents**"; the Note, the Mortgage, the Assignment of Rents, and the other documents evidencing, securing, and guarantying the Loan, as amended, restated, and replaced from time to time, are sometimes collectively referred to in this Covenant Not to Sue as the "**Loan Documents**").

D. The Note was assigned by ECCU to the Lender on or about June 13, 2014, and the Lender currently holds and is entitled to enforce the Note. The Mortgage was assigned by ECCU to the Lender by an Assignment of Mortgage recorded in the Recorder's Office on July 17, 2014, as Document No. 1419816071. The Assignment of Rents was assigned by ECCU to the Lender by an Assignment of Assignment of Rents recorded in the Recorder's Office on July 17, 2014, as Document No. 1419816072.

E. The Mortgagor has requested, and the Lender has agreed, to extend the maturity of the Note to November 1, 2017, and to reduce the principal amount of the Indebtedness (as defined in the Mortgage) to **ONE MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED NINETY-SIX AND 33/100 DOLLARS (\$1,285,996.33)**.

F. In connection with the foregoing, the Mortgagor and the Lender have executed that certain Loan Modification Agreement and Joint Escrow Instructions dated as of even date herewith (the "**Agreement**"), and that certain Allonge dated as even date herewith (the "**Allonge**").

G. A condition precedent to the Lender's Agreement and the Allonge is the execution and delivery by the Mortgagor of this Amendment.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Amendment), (ii) the agreements by the Lender to modify the Mortgage and the Assignment of Rents, as provided in this Amendment, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. AMENDMENTS. Each of the Mortgage and the Assignment of Rents is amended to provide that:

(a) the term "Note" means the Note, as amended by the Allonge;

UNOFFICIAL COPY

(b) the principal amount of the Indebtedness, effective as of the date of this Agreement, is **ONE MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED NINETY-SIX AND 33/100 DOLLARS (\$1,285,996.33)**; and

(c) the maturity date of the Note, as amended by the Allonge, is November 1, 2017.

2. *MISCELLANEOUS.*

(a) This Amendment is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) Except as expressly modified hereby, the terms of the Mortgage and the Assignment of Rents are and remain unmodified and in full force and effect.

(c) This Amendment binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(d) This Amendment may be executed in one or more counterparts, all of which, when taken together, constitute one original Amendment.

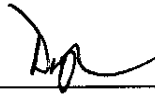
[Remainder of Page Intentionally Left Blank—Signature Page Follows]


UNOFFICIAL COPY

IN WITNESS WHEREOF, the Mortgagor and the Lender have executed and delivered this Amendment to Mortgage and Assignment of Rents as of the day and year first above written.

GRANTOR:

HERITAGE INTERNATIONAL CHRISTIAN CHURCH, an Illinois not-for-profit corporation

By: 
Name: Dwight Gunn
Title: President/CEO

By: 
Name: Bettie Weatherspoon
Title: Executive Secretary

Property of Cook County Clerk's Office

[Notary Blocks on Following Page]

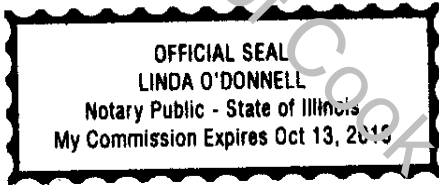
UNOFFICIAL COPY

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 Dwight Gunn, the President/CEO of **HERITAGE INTERNATIONAL CHRISTIAN CHURCH**, an Illinois not-for-profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President/CEO, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his 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 16th day of December, 2014.

[SEAL]



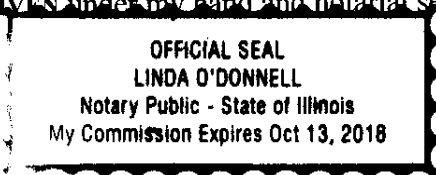
Linda O'Donnell
Notary Public

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 Bettie Weatherspoon, the Executive Secretary of **HERITAGE INTERNATIONAL CHRISTIAN CHURCH**, an Illinois not-for-profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Secretary, 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 16th day of December, 2014.

[SEAL]



Linda O'Donnell
Notary Public

[Signatures Continued from Preceding Page]

SIGNATURE PAGE 2


AMENDMENT TO (I) MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES,
AND FIXTURE FILING AND (II) ASSIGNMENT OF RENTS AND LEASES

UNOFFICIAL COPY

[Signatures Continued from Preceding Page]

LENDER:

GREENWICH INVESTORS XLVI TRUST 2013-1, a Delaware statutory trust, by **WMD ASSET MANAGEMENT, LLC**, a Delaware limited liability company, its administrator

By: 
Dennis E. Carlton, its Managing Director, Counsel, and Secretary

Property of Cook County Clerk's Office

ACKNOWLEDGMENT


STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)

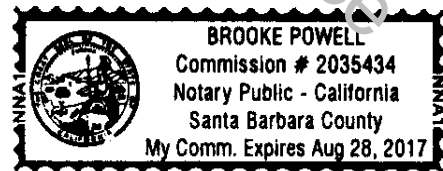
On 12/18/14, before me, Brooke Powell, Notary Public
(insert name and title of the officer)

personally appeared Dennis E. Carlton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certificate under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and office seal.

Signature  (Seal)



UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: LOTS 17 AND 18 IN BLOCK 6 IN ULMAN'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND THE WEST 1/3 OF SOUTH 20 ACRES OF THE WEST 26.60 CHAINS OF THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 13-33-324-037-0000 (LOT 18)

PERMANENT INDEX NUMBER: 13-33-324-038-0000 (LOT 17)

NEW PERMANENT INDEX NUMBER: 13-33-324-040-0000

COMMONLY KNOWN AS 5306-5308 W. NORTH AVE, CHICAGO, IL 60639

PARCEL 2: LOTS 20 AND 21 IN BLOCK 6 IN ULMAN'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND THE WEST 1/3 OF SOUTH 20 ACRES OF THE WEST 26.60 CHAINS OF THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 13-33-324-034-0000 (LOT 20)

PERMANENT INDEX NUMBER: 13-33-324-035-0000 (LOT 21)

COMMONLY KNOWN AS 5312-5314 W. NORTH AVE, CHICAGO, IL 60639

PARCEL 3: LOT 22 IN BLOCK 6 IN ULMAN'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND THE WEST 1/3 OF SOUTH 20 ACRES OF THE WEST 26.60 CHAINS OF THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 13-33-324-033-0000

COMMONLY KNOWN AS 5316 W. NORTH AVE, CHICAGO, IL 60639

PARCEL 4: LOT 23 IN BLOCK 6 IN ULMAN'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND THE WEST 1/3 OF SOUTH 20 ACRES OF THE WEST 26.60 CHAINS OF THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 13-33-324-032-0000

COMMONLY KNOWN AS 5318 W. NORTH AVE, CHICAGO, IL 60639

PARCEL 5: LOTS 24 AND 25 IN BLOCK 6 IN ULMAN'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND THE WEST 1/3 OF SOUTH 20 ACRES OF THE WEST 26.60 CHAINS OF THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 13-33-324-031-0000

COMMONLY KNOWN AS 5320-24 W. NORTH AVE, CHICAGO, IL 60639