

# UNOFFICIAL COPY

Loan Nos. 6331101 and 6331102

THIS INSTRUMENT PREPARED BY:

Phyllis K. Franklin  
Chuhak & Tecson, P.C.  
30 South Wacker Drive  
Suite 2600  
Chicago, Illinois 60606

AFTER RECORDING RETURN TO:

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



Doc#: 1503044007 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/30/2015 10:32 AM Pg: 1 of 6

THE ABOVE SPACE IS RESERVED FOR RECORDER'S USE ONLY

## MODIFICATION TO MORTGAGE

This Modification to Mortgage (this "Agreement"), dated as of December 1, 2014, is made by **GOD'S HOUSE OF LOVE, PRAYER & DELIVERANCE HOLINESS CHURCH**, an Illinois not-for-profit corporation (the "Grantor") having an address at 3811 West 139th Street, Robbins, Illinois 60472, 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 S. Cottage Grove Avenue, Chicago, Illinois 60619.

A. Grantor executed and delivered to Lender a Mortgage dated July 10, 2003, and recorded August 5, 2003, as Document No. 0321707007 ("Mortgage") in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") and encumbering property located at 3811 W. 139th Street, Robbins, Illinois 60472 (the "Property"), and as more specifically on Exhibit A attached hereto, which mortgage secures, among other things, that certain Promissory Note dated July 1, 2003, in the face principal amount of \$545,000.00 signed by Grantor in favor of the Lender ("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 the Note (as defined in the Loan Restructuring Agreement) secured by the Mortgage and (ii) restructuring the indebtedness evidenced by the Note.

C. The parties desire hereby to amend each of the Mortgage as more specifically set forth herein.

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NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Indebtedness Secured. The definition of "Note" in the Mortgage 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 \$181,830.37 and the Modification Note (B Note) dated as of even date herewith in the amount of \$159,484.84 (together with a Payoff Addendum to Modification Note (B Note) in the amount of \$106,285.65) 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 December 1, 2019."

2. Continuing Effect. 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. 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 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 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.

GOD'S HOUSE OF LOVE, PRAYER & DELIVERANCE HOLINESS CHURCH

By: *Leota V. Moody Sr.*  
Printed Name: Leota V. Moody Sr.  
Its: Pastor/Chair,

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

By: *Edward A. Krassek*  
Printed Name: Edward A. Krassek  
Its: CHIEF OPERATIONS OFFICER

PROPERTY OF OK County Clerk's Office

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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 Hester B. Moody Sr., the Pastor + Chair of GOD'S HOUSE OF LOVE, PRAYER & DELIVERANCE HOLINESS 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, appeared before me this day in person and acknowledged that he 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 29<sup>th</sup> day of January, 2015.



Denise Mhoon-Boyd  
Notary Public

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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 A. Krasak, 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 29<sup>th</sup> day of January, 2015.

Denise Mhoon-Boyd  
Notary Public



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## EXHIBIT A

### Legal Description of 3811 W. 139th Street, Robbins, IL 60472

LOTS 2, 3, 4, 5, 6 AND 12 THRU 17 IN BLOCK 4, IN BLUE ISLAND HIGHLANDS SECOND ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 14 AND THAT PART OF LOT 11, LYING SOUTH OF PUBLIC ROAD AS NOW LAID OUT AND USED IN EGAN'S SUBDIVISION IN THE NORTH WEST 1/4 FOR SECTION 2, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3811 W. 139th Street, Robbins, IL 60472

PIN(s): 28-02-303-002-0000  
28-02-303-003-0000  
28-02-303-004-0000  
28-02-303-005-0000  
28-02-303-006-0000  
28-02-303-012-0000  
28-02-303-013-0000  
28-02-303-014-0000  
28-02-303-015-0000  
28-02-303-016-0000  
28-02-303-017-0000