



**Doc#:** 1505429060 **Fee:** \$50.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/23/2015 02:38 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: Loan Operations/Post Closing

**SECOND MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS**

This Second Modification to Mortgage and Assignment of Rents (this "**Agreement**"), dated as of November 14, 2014, is made by and between **PARK MANOR MISSIONARY BAPTIST CHURCH**, an Illinois not-for-profit corporation having an address of 8328 South Green Street, Chicago, Illinois 60620 (the "**Grantor**"), 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 and the Lender have entered into loan and security agreements in connection with a loan in the original principal amount of \$87,000 (the "**Loan**") evidenced by, among other things, the following

1. Promissory Note dated as of November 14, 2006 in the face principal amount of \$87,000 executed by the Grantor in favor of the Lender, as amended by that certain Amendment to Business Loan Agreement and Related Documents with an effective date of November 14, 2011 (the "**Prior Note**"); and

2. Business Loan Agreement dated November 14, 2006, as amended by that certain Amendment to Business Loan Agreement and Related Documents with an effective date of November 14, 2011, as modified by that certain Second Loan Modification Agreement dated as of even date herewith (as amended and supplemented from time to time, the "**Loan Agreement**"); and

3. Mortgage dated November 14, 2006 executed by the Grantor in favor of the Lender encumbering the property located at 8328-32 South Green Street, Chicago, Illinois 60620 (the "**Property**") recorded with the Recorder of

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Cook County Illinois (the “**Recorder**”) as Document No. 0632502561, as amended by that certain Amendment to Mortgage and Assignment of Rents with an effective date of November 14, 2011, recorded with the Recorder as Document No. 1203029104, (as may be amended, supplemented or modified from time to time, the “**Mortgage**”); and

4. Assignment of Rents dated November 14, 2006 executed by the Grantor in favor of the Lender encumbering the Property, recorded with the Recorder as Document No. 0632502562, as amended by that certain Amendment to Mortgage and Assignment of Rents with an effective date of November 14, 2011, recorded with the Recorder as Document No. 1203029104 (as may be amended, supplemented or modified from time to time, the “**Assignment**”); and

5. Commercial Guaranty dated November 14, 2006 from Alton Bridges for the benefit of the Lender, as reaffirmed by that certain Amendment to Business Loan Agreement and Related Documents with an effective date of November 14, 2011, as reaffirmed by that certain Reaffirmation of Guaranty dated as of even date herewith (the “**Guaranty**”); and

6. Commercial Security Agreement dated November 14, 2006 from the Grantor for the benefit of the Lender, as amended by that certain Amendment to Business Loan Agreement and Related Documents with an effective date of November 14, 2011, as modified by that certain Second Loan Modification Agreement dated as of even date herewith (as may be amended, supplemented or modified from time to time, the “**Security Agreement**”); and

7. Hazardous Substances Certificate and Indemnity Agreement date November 14, 2006, as reaffirmed by that certain Reaffirmation of Indemnity Agreement dated as of even date herewith (the “**Indemnity**”).

(collectively, the Prior Note, the Loan Agreement, the Mortgage, the Assignment, the Guaranty, the Security Agreement, 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 and the interest rate under Prior Note and 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 each of the Mortgage and the Assignment, as more specifically set forth herein;

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

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1. Indebtedness Secured. The definition of “Note” in the Mortgage and the Assignment is hereby amended in its entirety to provide as follows:

Note. The word “Note” means, that certain First Amended and Restated Note dated as of November 14, 2014 from the Grantor for the benefit of the Lender in the face principal amount of \$73,945.71 with an interest rate of 5.500%. The maturity date of the aforesaid Note is November 14, 2024.

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, 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 Mortgage, the Assignment and the Loan Documents.

(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.

### PARK MANOR MISSIONARY BAPTIST CHURCH

By: Alton Bridges

Printed Name: ALTON BRIDGES

Its: Pastor/President

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

By: Edward A. Kazanek

Printed Name: EDWARD A. KAZANEK

Its: CHIEF OPERATIONS OFFICER

Property of Cook County Clerk's Office

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Loan No. 398430

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 Alton Bridges the  
President of **PARK MANOR MISSIONARY BAPTIST 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/she signed and delivered the said instrument as his/her own free and  
 voluntary act and as the free and voluntary act, as trustee as aforesaid, for the uses and purposes  
 therein set forth.

GIVEN under my hand and notarial seal this 9<sup>th</sup> day of February, 2015.

Kimberly Wiggins  
 Notary Public



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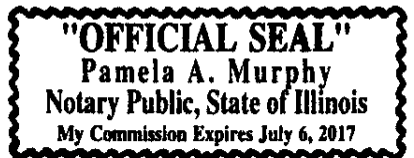
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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid,  
DOES    HEREBY    CERTIFY    that Edward A. Karasek, the  
COO 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 FEBRUARY, 2015.

Pamela A. Murphy  
Notary Public



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## Exhibit A

### Legal Descriptions

Lots 9 to 14 in Block 3 in Hills Subdivision of the North 19 acres of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 32 and of the part West of the Chicago, Rock Island and Pacific Railroad of the North 19 acres of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 8328-32 South Green Street, Chicago, Illinois 60620  
PIN(s): 20-32-406-028

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