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Loan No. 398907 and 39890702



Doc#: 1506219114 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/03/2015 01:00 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
Attention: Loan Operations/Post Closing

MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This Modification to Mortgage and Assignment of Rents (this "**Agreement**"), dated as of April 19, 2014 is made by **GRACE APOSTOLIC FAITH CHURCH**, an Illinois not-for-profit corporation (the "**Grantor**") having an address at 8233 South Exchange Avenue, Chicago, Illinois 60617 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 mortgage and assignment of rents:

1. Mortgage dated April 14, 2009 and recorded April 16, 2009 as Document No. 0910626010 in the Office of the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") and encumbering property located at 8233 and 8251-57 South Exchange Avenue, Chicago, Illinois 60617 (the "**Property**"), as amended by that certain Amendment to Mortgage dated December 14, 2012 and recorded December 20, 2012 in the Recorder's Office as Document No. 1235531056, as amended, as amended by that certain Loan Extension Agreement dated as of December 20, 2013 (the "**Mortgage**") and as more specifically on Exhibit A attached hereto, which mortgage secures, among other things, that certain Amended and Restated Promissory Note dated as of December 14, 2012 in the face principal amount of \$2,403,980 signed by the Borrower and payable to the order of the Lender, as modified by that certain Loan Extension Agreement dated as of December 20, 2013 (the "**Prior Note**");

2. Assignment of Rents dated April 14, 2009 and recorded April 16, 2009 as Document No. 0910626011, in the Recorder's Office and encumbering the Property, as amended by that certain Amendment to Mortgage dated

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December 14, 2012 and recorded December 20, 2012 in the Recorder's Office as Document No. 1235531056, as amended, as amended by that certain Loan Extension Agreement dated as of December 20, 2013 (the "**Assignment**") and as more specifically described on Exhibit A attached hereto, which assignment of rents secures the Prior 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 Prior Note (as defined in the Loan Restructuring Agreement) secured by the Mortgage and the Assignment, and (ii) restructuring the indebtedness evidenced by the Prior Note;

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:

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, collectively, Modification Note (A Note) dated as of even date herewith in the amount of \$1,064,910.12 and the Modification Note (B Note) dated as of even date herewith in the amount of \$1,301,280.99 (together with a Payoff Addendum to Modification Note (B Note) in the amount of \$286,119.78) both signed by Grantor, together with any and all extensions, renewals and modifications thereof and substitutions therefor. The maturity date of the aforesaid Note is April 19, 2019.

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 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**.

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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 (as defined in the Loan Restructuring Agreement).

(Signature Page To Follow)

Property of Cook County Clerk's Office

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

GRACE APOSOTOLIC FAITH CHURCH

By: *Michael Southern*
 Printed Name: Michael Southern
 Its: Pastor/President

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

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

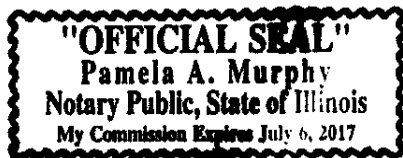
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STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Edward A. Kerasak, the Chief Operating 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 20th day of February, 2015.



[Handwritten Signature: Pamela A. Murphy]
 Notary Public

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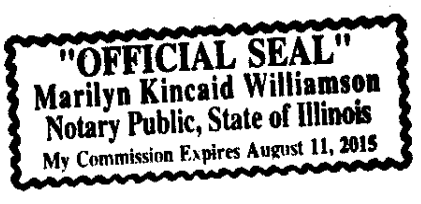
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Maurice Southern, the PRESIDENT & PASTOR of Grace Apostolic Faith 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 of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of FEBRUARY, 2015.


Notary Public



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Exhibit A

Legal Description

Parcel 1

Lots 1 to 6, both inclusive, in Block 2 of the subdivision of Lot 1 in the Circuit Court Partition of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2

Lots 7, 8, 9, 10 and 11 in sub-block 2 in the subdivision of Block 1 in Circuit Court Commissioner's Partition of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 8233 and 8251-57 South Exchange Avenue, Chicago, Illinois 60617
PIN(s): 21-31-229-001 through 006 and 21-31-229-017