### **UNOFFICIAL COPY**

Loan No. 6406001 and 6406002



Doc#: 1510741027 Fee: \$50.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 04/17/2015 12:06 PM Pg: 1 of 7

#### THIS DOCUMENT PREPARED BY:

Konstantinos Armiros Arnstein & U hr LLP 120 N. Riverside Plaza, Suite 1200 Chicago, Illinois 60606

### 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 RENTS

This Modification to Mortgage and Assignment of Rents (this "Agreement"), dated as of December 1, 2014 is made by SHORE RIDGE INVESTMENTS, LLC, an Illinois limited liability company and ROBERT V. THOMPSON (collective'v, the "Grantor") having an address at 725 Prescott Court, Naperville, IL 60563 and URBAN PAPTNERSHIP BANK (as successor in interest to the Federal Deposit Insurance Corporation as acceiver 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 June 24, 2004 and recorded August 13, 2004 as Document No. 042261122 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") and encumbering property located at 7138-40 S. Ridgeland, Chicago, IL 60649 (the "Property"), (the "Mortgage") and as more specifically on Exhibit A attached hereto, which mortgage secures, among other things, that certain Promissory Note dated June 24, 2004 in the face principal amount of \$292,500 signed by Borrower in favor of the Lender (the "Prior Note");

S T T SC T INT

BUX 333-CT)

896509

P

## **UNOFFICIAL COPY**

Loan No. 6406001 and 6406002

- 2. Assignment of Rents dated June 24, 2004 and recorded on August 13, 2004 as Document No. 042261123, in the Recorder's Office and encumbering the Property (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 Assignage it, 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. <u>Indebtedness Secured</u> 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 \$208,000 and the Modification Note (B Note) dated as of even date herewith in the amount of \$48,512.89 (together with a Payoff Addendum to Modification Note (B Note) in the amount of \$23,599.27 plus Lender's legal expenses) both signed by Grantor, together with any and all extensions, renewals and modifications thereof December 1, 2019;

- 2. <u>Continuing Effect.</u> 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. <u>Counterparts.</u> 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. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of **Illinois**.

1510741027 Page: 3 of 7

### **UNOFFICIAL COPY**

Loan No. 6406001 and 6406002

5. <u>Continuing Force and Effect</u>. 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).

Property of Cook County Clark's Office

### **UNOFFICIAL CO**

Loan No. 6406001 and 6406002

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

SHORE RIDGE INVESTMENTS, LLC

ROBERT V. THOMPSON

Its:

Printed Name: Robert V. Thompson

**PARTNERSHIP** RANK URBAN successor in interest to the Federal Deposit Sounty Clark's Office Corporation Insurance as receiver ShoreBank)

By:

Printed Name

Its:

1510741027 Page: 5 of 7

# UNOFFICIAL COPY

Loan No. 6406001 and 6406002

STATE OF ILLINOIS )
) SS
COUNTY OF ( )
The undersigned, a Notary Public in and for the said County, in the State aforesaid,  DOES MEREBY CERTIFY that DOES V. 1004 DSO, W the
Meniser of Store Ridge Investment Swho 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 notarisi seal this day of FeB, 2015.
Sured Mushy Notary Profit

# **UNOFFICIAL COPY**

Loan No. 6406001 and 6406002

STATE OF ILLINOIS	)			
	) SS			
COUNTY OF	)			
771	Nisassa Dadalis is	and for the sold C	ounts in the State afor	hione
	-		ounty, in the State afor	
DOES HEREBY	CERTIFY that	at COWARD	KARASEK	the
000	_ of URBAN PA	RTNERSHIP BAN	K (as successor in inter	est to
the Federal Deposit Insuran	nce Corporation as	receiver of ShoreBar	nk), an Illinois chartered	bank
who is personally known to	me to be the sam	e person whose name	is subscribed to the fore	going
instrument, appeared before	re me this day in	person and acknowl	ledged that he/she signe	d and
delivered the said instrume	nt as his/her own	free and voluntary ac	t and as the free and volu	untary
act of said bank, for the use	es and purposes the	erein set forth.		
GIVEN under my h	and and notarial se	eal (ni) 6 day of	FCB_,201	5.
		Daniel .	1 Mush	1-
Paniela A. Muri Notice Prive, State of My come and see exclude	AL' ) hy Illinois 6, 2017	Notary Public	745 (	)

1510741027 Page: 7 of 7

### **UNOFFICIAL COPY**

Loan No. 6406001 and 6406002

#### Exhibit A

#### Legal Description

THE NORTH 28.5 FEET OF LOT 36 AND THE SOUTH 24.5 FEET OF LOT 37 IN MURRAY WOLBACH'S ADDITION TO SOUTH SHORE IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 28, 1916 AS DOCUMENTS 5938751 IN COOK COUNTY, ILLINOIS

ADDRESS: 7138-40 South Ridgeland Avenue, Chicago, IL 60649 Ox Cook County Clark's Office

PIN(s): 20-25-102-019-0000