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Loan No. 6406001 and 6406002



Doc#: 1510741028 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/17/2015 12:07 PM Pg: 1 of 7

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THIS DOCUMENT PREPARED BY:

Konstantinos Armiros
Arnstein & Lehr 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

1692916

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** (collectively the "Grantor") having an address at 725 Prescott Court, Naperville, IL 60563 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:

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- Mortgage dated November 3, 2008 and recorded November 21, 2008 as Document No. 0832608064 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 November 3, 2008 in the face principal amount of \$35,000.00 signed by Borrower in favor of the Lender (the "Prior Note");

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2. Assignment of Rents dated November 3, 2008 and recorded on November 21, 2008 as Document No. 0832608065, 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 Notes (as defined in the Loan Restructuring Agreement) secured by the Mortgage and the Assignment, and (ii) restructuring the indebtedness evidenced by the Prior Notes;

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 \$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 and substitutions therefor. The maturity date of the aforesaid Note is December 1, 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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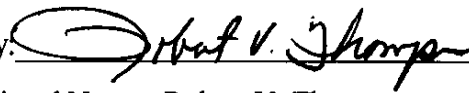
Loan No. 6406001 and 6406002

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

By: 
Printed Name: ROBERT V. THOMPSON
Its: MEMBER

By: 
Printed Name: Robert V. Thompson

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

By: 
Printed Name: EDWARD A. KARASIK
Its: CHIEF OPERATIONS OFFICER

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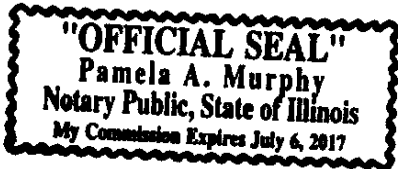
Loan No. 6406001 and 6406002

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 ROBERT V. THOMPSON the Member of SHORE RIDGE INVESTMENTS 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 6th day of FEB, 2014.

Pamela A. Murphy
Notary Public



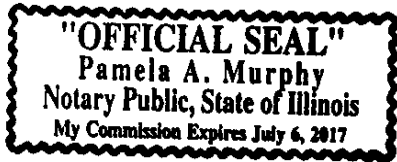
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Loan No. 6406001 and 6406002

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 EDUARDO 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 16th day of FEB, 2014.



Pamela A. Murphy

 Notary Public

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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 ¼ 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: 7138-46 South Ridgeland Avenue, Chicago, IL 60649
PIN(s): 20-25-102-019-0000

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