



Doc#: 1516229102 Fee: \$50.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/11/2015 03:55 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: Post Closing-Loan Operations

### FIRST MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This First Modification to Mortgage and Assignment of Rents (this "**Agreement**") dated as of May 28, 2015 is made by **FAITH MANAGEMENT & DEVELOPMENT, INC.**, an Illinois corporation (the "**Grantor**"), with an address of 1858 South High Street, Blue Island, Illinois 60406 and **URBAN PARTNERSHIP BANK**, an Illinois chartered bank (the "**Lender**") having an address at 7936 South Cottage Grove Avenue, Chicago, Illinois 60619.

A. The Grantor, Yanal S. Sweis and the Lender have entered into loan and security agreements in connection with a loan in the original principal amount of \$495,000 (the "**Loan**") evidenced by, among other things, the following:

(i) Revolving Mortgage Note dated as of December 31, 2014 in the original principal amount of \$495,000 executed by the Grantor and Yanal S. Sweis in favor of the Lender (the "**Prior Note**"); and

(ii) Revolving Line of Credit Loan Agreement dated as December 31, 2014 from the Grantor and Yanal S. Sweis for the benefit of the Lender, as amended and restated by the First Amended and Restated Revolving Line of Credit Agreement dated even date herewith (as amended and supplemented from time to time, the "**Loan Agreement**"); and

(iii) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of December 31, 2014 executed by the Grantor and Yanal S. Sweis in favor of the Lender, encumbering the property located at 1858 South High Street, 1919 South High Street, 2515 South Vermont Street and 12823 South Hoyne Street, Blue Island, Illinois, recorded with Recorder of Cook County, Illinois (the "**Recorder**"), as Document No. 1502847015 (as may be amended, supplemented or modified from time to time, the "**Mortgage**"); and

CCRD REVIEWER 

Loan No. 840125

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(iv) Assignment of Rents and Leases dated as of December 31, 2014 executed by the Grantor and Yanal S. Sweis in favor of the Lender, encumbering the property located at 9519 South Commercial Avenue, Chicago, Illinois 60617, recorded with Recorder as Document No. 1502847016 (as may be amended, supplemented or modified from time to time, the “**Assignment**”); and

(v) Environmental Indemnity Agreement dated as of December 31, 2014, as reaffirmed by that certain Reaffirmation of Indemnity Agreement dated as of even date herewith (the “**Indemnity**”); and

(vi) Continuing Unlimited Guaranty dated as of even date herewith from Yanal S. Sweis for the benefit of the Lender (the “**Guaranty**”).

(collectively, the Prior Note, the Loan Agreement, the Mortgage, the Assignment, the Indemnity, the Guaranty 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, (1) reduce the amount available under the Prior Note; (2) remove Yanal S. Sweis as a borrower; and (3) release 1919 South High Street, 2515 South Vermont Street and 12823 South Hoyne Street, Blue Island, Illinois as collateral for the Note (as defined below), the 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:

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 Revolving Mortgage Note dated as of May 28, 2015 from the Grantor payable to the order of the Lender in the face principal amount of \$100,000 and all renewals, substitutions, amendments and restatement thereto.

2. Continuing Effect. All the terms of the Mortgage and the 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. The 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.

Loan No. 840125

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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 Loan Documents.

(Signature Page To Follow)

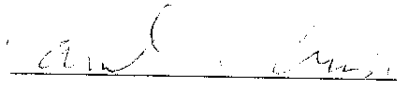
Property of Cook County Clerk's Office

Loan No. 840125

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

**FAITH MANAGEMENT & DEVELOPMENT, INC.**

By: 

Yanal S. Sweis  
Its President

**URBAN PARTNERSHIP BANK**

By: 

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Property of Cook County Clerk's Office

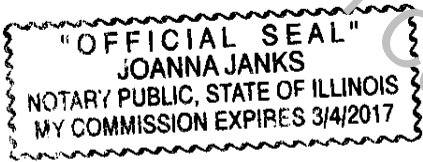
Loan No. 840125

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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 Yanal S. Sweis the President of Faith Management & Development, Inc., 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 for the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of May, 2015.



Joanna Janks  
Notary Public

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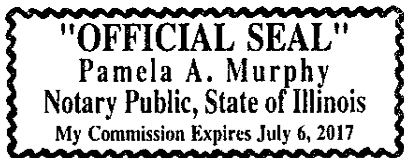
Loan No. 840125

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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 Robert Marjan, the  
COO of URBAN PARTNERSHIP BANK, 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 28th day of MAY, 2015.



Pamela A. Murphy  
Notary Public

Clerk's Office

Loan No. 840125

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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

#### Parcel 1

Lots 25 and 25 in Block 1 in Brand's Subdivision of Blocks 1 and 2 and re-subdivision of Blocks 3 and 4 in Rehm's Addition to Blue Island in the Northeast  $\frac{1}{4}$  of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT INDEX NUMBER:

25-31-211-018

PROPERTY ADDRESS:

1858 South High Street  
Blue Island, Illinois

Property of Cook County Clerk's Office