

2013050180

Loan Nos. 66576
and 66577

THIS DOCUMENT PREPARED BY:

H. Jeffrey McCown
McCown Law Offices
22837 S. Wirth
Frankfort, Illinois 60423

AFTER RECORDING RETURN TO:

Urban Partnership Bank
7936 S. Cottage Grove Avenue
Chicago, Illinois 60619
Attn: Post Closing-Operations Center

PERMANENT INDEX NUMBER:

See Exhibit A attached hereto

PROPERTY ADDRESS:

11438-11442 S. Michigan Avenue
Chicago, Illinois

This space reserved for Recordors use only.

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

This AGREEMENT (the "Agreement"), dated as of June 26, 2015, is made by and between THE MUSA TADROS FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership, whose address is 903 S. Butternut Circle, Frankfort, Illinois 60423 (the "Mortgagor"), to and for the benefit of URBAN PARTNERSHIP BANK, an Illinois banking association, its successors and assigns (the "Lender"), having an address of 7936 S. Cottage Grove Avenue, Chicago, Illinois 60619.

A. Mortgagor executed and delivered to Lender the following:

1. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "Mortgage") dated as of January 29, 2014, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 11, 2014 as Document No. 1404255096, encumbering certain property located at 11438-11442 S. Michigan Avenue, Chicago, Illinois as more specifically described on Exhibit A attached hereto (the "Property");

2. Assignment of Rents (the "Assignment") dated as of January 29, 2014, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 11, 2014 as Document No. 1404255097 encumbering the Property;

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B. The parties desire hereby to amend the Mortgage and Assignment as more specifically set forth herein;

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

1. Note Secured. (a) The term "Note", as defined in the Mortgage and the Assignment, is hereby amended to provide as follows:

Note. The word "Note" means the following promissory notes (as amended or replaced from time to time, collectively, the "Notes" and, individually, a "Note"):

(i) Mortgage Note of even date herewith, executed by the Mortgagor and made payable to the order of the Lender in the principal amount of \$300,000.00, together with any and all extensions, renewals and modifications thereof and substitutions therefor;

(ii) Mortgage Note dated as of January 29, 2014, executed by the Mortgagor and made payable to the order of the Lender in the principal amount of \$1,200,000.00, together with any and all extensions, renewals and modifications thereof and substitutions therefor; and

(iii) Line of Credit Note dated as of January 29, 2014, executed by the Mortgagor and made payable to the order of the Lender in the principal amount of \$160,000.00, together with any and all extensions, renewals and modifications thereof and substitutions therefor;

(b) Mortgagor expressly agrees that the Mortgage and Assignment secure (i) the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and (ii) any other sums, liabilities or indebtedness as set forth in the Mortgage and Assignment.

2. Representation, Warranties and Covenants. To induce Lender to enter into this Amendment, Mortgagor hereby represents, warrants and covenants to Lender that:

(a) The representations and warranties made by Mortgagor in the Mortgage and Assignment are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that relate to an earlier or specific date.

(b) Mortgagor has the power and authority, and the legal right, to make and deliver this Amendment and to perform all of Mortgagor's obligations under the Mortgage and Assignment, as amended by this Amendment.

(c) When executed and delivered, this Amendment and the Mortgage and Assignment, as amended by this Amendment, will constitute legal, valid and binding obligations of Mortgagor, enforceable against Mortgagor, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or

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affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and Assignment shall remain in full force and effect in all respects. Mortgagor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

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

THE MUSA TADROS FAMILY LIMITED
PARTNERSHIP

By: Crown Commercial Real Estate and
Development, Inc., an Illinois corporation,
its general partner

By: 
Musa P. Tadros, President

URBAN PARTNERSHIP BANK

By: 
Its: Chief Credit Officer

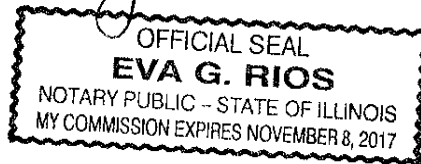
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that MUSA P. TADROS, as President of Crown Commercial Real Estate and Development, Inc., the general partner of The Musa Tadros Family Limited Partnership, 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of June, 2015.

Eva G. Rios
Notary Public

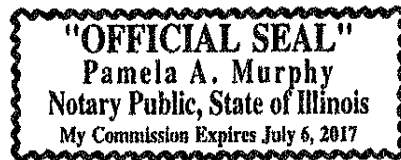


STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Robert Dennis, the Chief Credit Officer of URBAN PARTNERSHIP BANK, an Illinois banking association, 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 26th day of June, 2015.

Pamela A. Murphy
Notary Public



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Exhibit A

Legal Description

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 AND 31 IN BLOCK 1 IN E. STANWOOD'S SUBDIVISION OF THE SOUTH 1/ 2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

25-22-118-013-0000
25-22-118-014-0000
25-22-118-015-0000
25-22-118-016-0000
25-22-118-017-0000
25-22-118-018-0000

PROPERTY ADDRESS:

11438-11442 S. Michigan Avenue
Chicago, Illinois 60628