

UNOFFICIAL COPY

Loan No. 398966



Doc#: 1520919177 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/28/2015 03:56 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 November 16, 2014 is made by **WILLENE BRITT** (the "**Grantor**") having an address at 707 Lusted Lane, Batavia, Illinois 60510 and **URBAN PARTNERSHIP BANK**, (as successor in interest to the Federal Deposit Insurance Corporation as receiver of ShoreBank), an Illinois chartered bank (the "**Lender**") having an address at 7936 South Cottage Grove Avenue, Chicago, Illinois 60619.

A. The the Grantor, Marvin C. Britt and Fresh Start Day Care, Inc., (collectively, the "**Borrower**") and the Lender have entered into loan and security agreements in connection with a loan in the original principal amount of \$407,374 (the "**Loan**") evidenced by, among other things, the following:

(i) Promissory Note of Borrower dated November 16, 2009 in the face amount of \$407,374.56 (the "**Prior Note**"); and

(ii) Business Loan Agreement dated as of November 16, 2009 between the Lender and the Borrower, as modified by that certain First Modification to Loan Documents dated as of even date herewith (as amended and supplemented from time to time, the "**Loan Agreement**") and

(iii) Mortgage dated November 16, 2009 from the Grantor for the benefit of the Lender encumbering the property located at 6924 West North Avenue, Chicago, Illinois 60607 (the "**Property**") recorded with the Recorder of Cook County, Illinois (the "**Recorder**"), as Document No. 0934133005 and re-recorded with the Recorder as Document No. 1010657252 (as amended and supplemented from time to time, the "**Mortgage**"); and

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(iv) Assignment of Rents dated November 16, 2009 from the Grantor for the benefit of the Lender encumbering the Property recorded with the Recorder as Document No. 0934133006, as modified by that certain First Modification of Mortgage dated as of even date herewith (as amended and supplemented from time to time, the "**Assignment of Rents**"); and

(v) Subordination of Mortgage dated November 10, 2009 among Borrower, the Lender and First Citizens Bank & Trust Company with respect to the Property (the "**First Citizens Subordination**"); and

(vi) Subordination Agreement dated November 16, 2009 between the Lender and the Borrower (the "**Britt Subordination**"); and

(vii) Hazardous Substances Certificate and Indemnity Agreement dated as November 16, 2009 from the Borrower for the benefit of the Lender, as reaffirmed by that certain Reaffirmation of Indemnity Agreement dated as of even date herewith (the "**Indemnity**") and

(viii) Commercial Security Agreement dated November 16, 2009 from the Borrower, Willene Britt and Marvin C. Britt for the benefit of the Lender, as modified by that certain First Modification to Loan Documents dated as of even date herewith (as amended and supplemented from time to time, the "**Security Agreement**"); and

(ix) Continuing Unlimited Guaranty dated as of even date herewith from each of Willene Britt and Marvin C. Britt (collectively, the "**Guarantor**") for the benefit of the Lender (the "**Guaranty**").

(collectively, the Prior Note, the Loan Agreement, the Mortgage, the Assignment of Rents, the Guaranty, the Indemnity; the Security Agreement, the First Citizens Subordination, the Britt Subordination 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 Borrower has requested that the Lender amend the Loan Documents, to among other things, modify the maturity under Prior Note and 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 of Rents, as more specifically set forth herein;

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

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1. Amendments. The definition of "Note" in the Mortgage and the Assignment of Rents is hereby amended in its entirety to provide as follows:

Note. The word "Note" means that certain First Amended and Restated Promissory Note dated as of November 16, 2014 in the face principal amount of \$352,962.09; and all renewals, substitutions, amendments and restatement thereto. The maturity date of the aforesaid Note is August 1, 2020.

2. Continuing Effect. All the terms of the Mortgage and Assignment of Rents are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and the Assignment of Rents 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 of Rents.

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**.

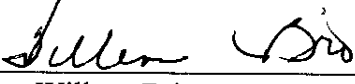
5. Continuing Force and Effect. Except as specifically modified or amended by the terms of this Agreement, all other terms and provisions of the Mortgage and the Assignment of Rents are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Grantor does hereby reaffirm, assume and agree to all of the obligations, duties, rights, covenants, terms and conditions contained in the Loan Documents.

(Signature Page To Follow)

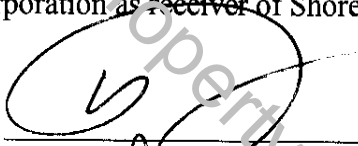
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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

By: 
Willene Britt

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

By: 
Printed Name: Robert Orzejan
Its: COO

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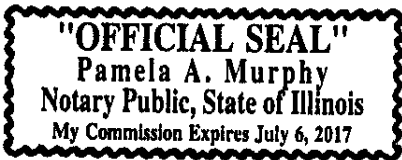
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Willene Britt 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of July, 2015.



Pamela A. Murphy

Notary Public

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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 Maejan, the
OOO 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 28th day of July, 2015.



Pamela A. Murphy
 Notary Public

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Exhibit A
LEGAL DESCRIPTION

Lots 23 and 24 in Block 14 in J.E. White's 2nd Rutherford Park Addition of Chicago, a subdivision of the Southwest $\frac{1}{4}$ (except the West 22.28 chains thereof) in Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 6924 West North Avenue, Chicago, Illinois 60607.

PIN(s): 13-31-325-024 and 025.

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