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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/12/2015 02:09 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 July 15, 2015 is made by **CHICAGO TITLE LAND TRUST COMPANY**, not personally but as Trustee under Trust Agreement dated September 13, 2000 and known as Trust No. 16745 (the "**Grantor**") having an address at 10 South LaSalle Street, Suite 2750, Chicago, Illinois 60603 and **URBAN PARTNERSHIP BANK**, (as successor in interest to the Federal Deposit Insurance Corporation, receiver for ShoreBank), an Illinois chartered bank (the "**Lender**") having an address at 7936 South Cottage Grove Avenue, Chicago, Illinois 60619.

A. The borrower (the "**Borrower**") and the Lender have entered into loan and security agreements in connection with a loan in the original principal amount of \$154,000 and a loan in the original principal amount of \$90,000 (collectively, the "**Loan**") evidenced by, among other things, the following:

(i) Installment Note dated September 15, 2000 in the face principal amount of \$154,000 (the "**59396 Note**"); and

(ii) Promissory Note dated June 2, 2008 in the face principal amount of \$90,000 (the "**66148 Note**"); together with the 59396 Note are herein referred to as the "**Prior Note**";

(iii) Loan Agreement dated as of even date herewith executed by the beneficiary of the Grantor (the "**Borrower**") in favor of the Lender (as may be amended, supplemented or modified from time to time, the "**Loan Agreement**"); and

(iv) Trust Deed dated September 15, 2000 executed by the Grantor in encumbering the property located at 7146-48 South Ridgeland, Chicago, Illinois (the "**Ridgeland Property**") and recorded with the Recorder of Cook County,

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Loan No. 6614902

Illinois (the “**Recorder**”), as Document No. 00797178 (as may be amended, supplemented or modified from time to time, the “**59396 Mortgage**”) and

(v) Mortgage dated June 2, 2008 executed by the Grantor in favor of the Lender, encumbering the Ridgeland Property and recorded with the Recorder as Document No. 0823908137 (as may be amended, supplemented or modified from time to time, the “**66148 Second Mortgage**”; together with 59396 Mortgage shall herein be collectively referred to as, the “**Mortgage**”);

(vi) Assignment of Rents dated June 2, 2008 herewith executed by the Grantor in favor of the Lender, encumbering the Ridgeland Property and recorded with the Recorder as Document No. 08240017013 (as may be amended, supplemented or modified from time to time, the “**66148 Second Assignment**”; shall herein be referred to as, the “**Assignment**”);

(vii) Collateral Assignments of Beneficial Interest in Land Trust and Security Agreement dated September 15, 2000 (the “**CABI**”); and

(viii) Environmental Indemnity Agreement dated as of even date herewith from for the benefit of the Lender (the “**Indemnity**”).

(collectively, the Prior Note, the Loan Agreement, the Mortgage, the Assignment, the CABI, the Indemnity, 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, combine the Prior Note with that certain Promissory Note dated June 9, 2008 in the face principal amount of \$337,000 (the “**66149 Note**”; together with the Prior Note, the “**Note**”); extend the maturity date of the Prior Note and cross collateralize the Loan 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:

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 Mortgage Note dated as of July 15, 2015 in the face principal amount of \$406,036.48 and all renewals, substitutions, amendments and restatement thereto. The maturity date of the aforesaid Note is July 15, 2020.

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Loan No. 6614902

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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Loan No. 6614902

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

CHICAGO TITLE LAND TRUST COMPANY
not personally, but as Trustee under Trust Agreement
dated September 13, 2000 and Known as Trust No. 16745

By: *Lidia Marinca*
Printed Name: LIDIA MARINCA
Its: TRUST OFFICER



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

By: *[Signature]*
Printed Name: ROBERT MARJAN
Its: Chief Operating Officer

TRUSTEE'S EXCULPATION

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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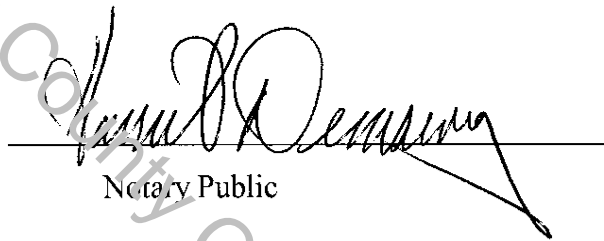
Loan No. 6614902

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 LIDIA MARINCA, the TRUST OFFICER of CHICAGO TITLE LAND TRUST COMPANY, not personally but at Trustee under Trust Agreement dated September 13, 2000 and known as Trust No. 16745, 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 as trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of August, 2015.





Notary Public

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Loan No. 6614902

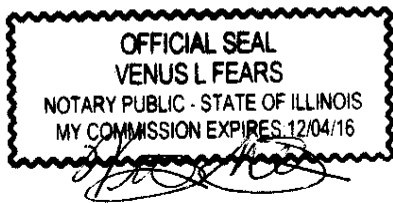
STATE OF ILLINOIS)
) SS
COUNTY OF COCK)

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** (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 9th day of JULY, 2015.



Notary Public



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Loan No. 6614902

Exhibit A
LEGAL DESCRIPTION

The North 21.5 feet of Lot 34, all of Lots 35 and the South 1.5 feet of Lot 36 in Murray Wolpach's Addition to South Shore, in the Northwest $\frac{1}{4}$ of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded August 28, 1916 as Document No. 5938751, in Cook County, Illinois.

Address: 7146-48 South Ridgeland Avenue, Chicago, Illinois 60649.
PIN(s): 20-25-102-020-0000

Property of Cook County Clerk's Office