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Loan No.63819-01 and 63819-02



THIS DOCUMENT PREPARED BY:
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Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 08/12/2015 02:08 PM Pg: 1 of 8

Eric M. Roberson
Urban Partnership Bank
7936 South Cottage Grove
Chicago, Illinois 60619
Attention: Post Closing/Loan Operations

SECOND MODIFICATION TO MORTGAGES AND ASSIGNMENT OF RENTS

This Second Modification to Mortgages and Assignment of Rents (this "**Agreement**"), dated as of December 1, 2014 is made by and between **CHICAGO TITLE LAND TRUST COMPANY**, not personally, but as trustee under Trust Agreement dated March 11, 2004 and known as **TRUST NO. 1112991** with an address of 30 South LaSalle Street, Suite 2750, Chicago, Illinois 60603 (the "**Grantor**"), 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 at 7936 South Cottage Grove, Chicago, Illinois 60619

A. Grantor executed and delivered to Lender the following mortgages and assignments of rents:

1. Mortgage dated March 11, 2004, and recorded March 30, 2004 as Document No. 0409004165 in the Office of the Recorder of Deeds of Cook County, Illinois (the "**Recorder**") and encumbering property located at 10401-03 South Ewing, Chicago, Illinois (the "**Property**") and as more specifically on Exhibit A attached hereto, re-recorded as Document No. 1519144013, as modified by that certain First Modification to Mortgages and Assignment of Rents dated as of December 12, 2012 and recorded with the Recorder as Document No. 1308815032, re-recorded as Document No. 1519129085, ("**Mortgage 1**"), which mortgage secures, among other things (1) that certain Modification Note (A Note) dated as of December 12, 2012 in the face principal amount of \$157,500 (the "**Prior A Note**"); and (2) that certain Modification Note (B Note) dated as of December 12, 2012 in the face principal amount of \$206,349.87 and Payoff Addendum to Modification Note (B Note) in the amount of \$45,482.27 (the "**Prior B Note**");

2. Assignment of Rents dated March 11, 2004, and recorded on March 30, 2004 as Document No. 0409004166, with the Recorder and encumbering the Property, re-recorded as Document No. 1519144014, as modified by that certain First Modification to Mortgages and Assignment of Rents dated as of December 12, 2012 and recorded with the Recorder as Document No.

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1308815032, re-recorded as Document No. 1519129085 (“**Assignment 1**”), which assignment of rents secures the Prior Note;

3. Mortgage dated June 23, 2006, and recorded September 29, 2006 as Document No. 0627241142 with the Recorder and encumbering the Property, re-recorded as Document No. 1519144015, as modified by that certain First Modification to Mortgages and Assignment of Rents dated as of December 12, 2012 and recorded with the Recorder as Document No. 1308815032, re-recorded as Document No. 1519129085 (“**Mortgage 2**”), which mortgage secures, among other things, that the Prior Note;

4. Assignment of Rents dated June 23, 2006, and recorded on September 29, 2006 as Document No. 0627241201, with the Recorder and encumbering Property, re-recorded as Document No. 1519144016, as modified by that certain First Modification to Mortgages and Assignment of Rents dated as of December 12, 2012 and recorded with the Recorder as Document No. 1308815032, re-recorded as Document No. 1519129085 (“**Assignment 2**”), which assignment of rents secures the Prior Note;

5. Mortgage dated April 17, 2009, and recorded June 22, 2009 as Document No. 0917308027 with the Recorder and encumbering the Property, re-recorded as Document No. 1519144017, as modified by that certain First Modification to Mortgages and Assignment of Rents dated as of December 12, 2012 and recorded with the Recorder as Document No. 1308815032, re-recorded as Document No. 1519129085 (“**Mortgage 3**”), which mortgage secures, among other things, the Prior Note;

6. Assignment of Rents dated April 17, 2009, and recorded on June 23, 2009 as Document No. 0917408245, with the Recorder and encumbering the Property, re-recorded as Document No. 1519144018, as modified by that certain First Modification to Mortgages and Assignment of Rents dated as of December 12, 2012 and recorded with the Recorder as Document No. 1308815032, re-recorded as Document No. 1519129085 (“**Assignment 3**”), which assignment of rents secures the Prior Note; and

6. Collateral Assignment of Beneficial Interest dated March 11, 2004, as modified by that certain First Amendment to Collateral Assignment of Beneficial Interest dated as of December 12, 2012, as further modified by that certain Second Amendment to Collateral Assignment of Beneficial Interest dated as of even date herewith (the “**CABI**”).

(the aforesaid Mortgage 1, Mortgage 2 and Mortgage 3 are collectively referred to herein as the “**Mortgage**”; the aforesaid Assignment 1, Assignment 2 and Assignment 3 are collectively referred to herein as the “**Assignment**”).

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B. The parties are concurrently herewith entering into that certain First Amended and Restated Loan Restructuring Agreement dated as of even date herewith for the purpose of, among other things, (i) modifying the maturity date, interest rate and payments under the Prior Note secured by the Mortgage and the Assignment and (ii) restructuring the indebtedness evidenced by the Prior Note;

C. The parties desire hereby to amend 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, collectively, (i) the First Amended and Restated Modification Note A dated as of even date herewith in the amount of \$151,507.10 ("**Modification Note A**") and (ii) the Modification Note B dated as of even date herewith in the amount of \$206,349.87 (together with a Payoff Addendum to First Amended and Restated Modification Note B in the amount of \$57,847.61) ("**Modification Note B**"). together with any and all extensions, renewals and modifications thereof and substitutions therefor (Modification Note A and Modification Note B are collectively referred to herein as, the "**Modification Notes**"). The maturity date of the aforesaid Modification Notes is December 1, 2021.

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, 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 Borrower 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).

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6. Exculpation. This Agreement is executed by Grantor, not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in each as such trustee (and Grantor hereby warrants that it possesses full power and authority to execute this Agreement), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on the Grantor personally hereunder, or to perform any covenant either express or implied herein, all such liability, of any, being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as the Grantor and its successors are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing under this Agreement shall look solely to the premises secured by Mortgage 1 and Mortgage 2 for the payment thereof, by the enforcement of the liens created thereby, in the manner herein and in this Agreement provided or by action to enforce the personal liability of any other maker of this Agreement, any guarantor or other obligor of the indebtedness secured hereby.

(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.

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

By: _____

Printed Name: Robert Marjan
Chief Operating Officer

Its: _____

CHICAGO TITLE LAND TRUST COMPANY,
not personally, but trustee u/t/a dated March 11, 2004,
Trust No. 1112991

By: Lida Marinca

Printed Name: LIDA MARINCA

Its: TRUST OFFICER



TRUSTEE'S EXCULPATION

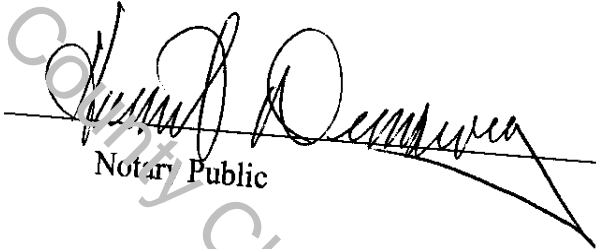
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, 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.

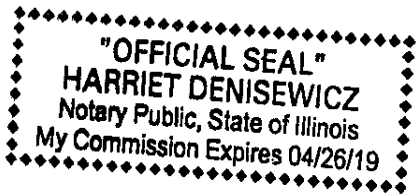
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that **LIDIA MARINCA TRUST OFFICER** not personally, but as trustee Chicago Title Land Trust Company, , under trust agreement dated March 11, 2004 and known as trust number 1112991, 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, as trustee as 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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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 Marjon, the Chief Operating Officer 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 24th day of July, 2015.



Denise Mhoon-Boyd
Notary Public

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EXHIBIT A LEGAL DESCRIPTION

LOTS 47 AND 48 IN BLOCK 27 IN IRONWORKER'S ADDITION TO SOUTH CHICAGO, BEING A
SUBDIVISION OF THE SOUTH FRACTIONAL ½ OF FRACTIONAL SECTION 8, TOWNSHIP 37 NORTH,
RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

PIN(s):

26-08-322-048

ADDRESS:

10401-03 SOUTH EWING, CHICAGO, ILLINOIS