

Doc#: 1622145116 Fee: \$48.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/08/2016 03:43 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:

Stephen R. Dawson **National Covenant Properties** 8303 West Higgins Road Chicago, IL 60631

THIS INSTRUMENT PREPARED BY:

Christopher W. Cramer Erickson Peterson Cramer 1625 Shermer Road Northbrook, IL 60062

Doc#: 1620213086 Fee: \$48.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/20/2016 01:38 PM Pg: 1 of 6

Order No.

#### SUPPLEMENT NUMBER 1 TO MORTG AGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

BY AND BETWEEN

KINSMEN DEVELOPMENT, LLC,

MORTGAGO.

and

NATIONAL COVENANT PROPERTIES,
AS LENDER





### **UNOFFICIAL COPY**

## SUPPLEMENT NO. 1 TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS SUPPLEMENT NO. 1 TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (the "Modification") is made as of this 18 day of May, 2016, by KINSMEN DEVELOPMENT, LLC, an Illinois limited liability company (the "Mortgagor"), to and for the benefit of National Covenant Properties, an Illinois not for profit corporation, its successors and assigns (the "Lender").

WHEREAS, Mortgagor executed and delivered to Lender that certain (i) Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing executed by Mortgagor to Lender, dated May 18, 20'o, and recorded Joly 2012016, as Document Number 1620213085 in the Official Records of Cock County, Illinois (the "Mortgage"; such Mortgage, the Loan Agreement, Note, and all other documents previously executed by Mortgagor in relation to the Loan are collectively referred to herein as the "Loan Documents");

WHEREAS, the Mortgage secures Mortgagor's obligations to Lender relating to that certain Loan provided from Lende, to Mortgagor in the original principal amount not to exceed \$250,000.00 as described in and otherwise pursuent to the Loan Agreement and other Loan Documents, in and by which Loan Agreement and other Loan Documents Mortgagor promised to pay the said principal sum and interest at the rate and in the amounts as provided in said Loan Agreement, with a final payment of the balance due (the "Maturity Date") sixty (50) months after the first disbursement of funds by Lender to Mortgagor under the Loan Agreement;

WHEREAS, the Mortgage affects the following described real property (the "Original Property") in Cook County, Illinois, described as follows:

#### Parcel 1:

THE NORTH ½ OF THE NORTH ½ OF LOTS 6 AND 7 IN BLOCK 6 IN DOLTON IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN THE RECORDED. SOFFICE OF COOK COUNTY, IN BOOK 15 OF PLATS ON PAGE 45 EXCEPT THE SOUTH 7 FEET THEREOF; ALSO

COMMENCING AT THE NORTH EAST CORNER OF LOT 1 IN PLOCK 6 IN DOLTON ACCORDING TO MAP RECORDED APRIL 22, 1880 IN BOOK 15 OF PLATS, PAGE 45 AS DOCUMENT 267673, RUNNING THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 IN A NORTHWESTERLY DIRECTION TO A POINT 125 FEET FROM SAID NORTH EAST CORNER, THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT ON THE SOUTH LINE OF SAID LOT 1, SAID POINT TO BE 100 FEET WEST OF SOUTH EAST CORNER OF SAID LOT 1, THENCE DUE EAST ON SAID SOUTH LINE OF SAID LOT 1 TO THE SOUTH EAST CORNER OF SAID LOT 1, THENCE NORTH TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF LOT 1 IN BLOCK 6 OF THE ORIGINAL VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS DESCRIBED AS: COMMENCING AT A POINT 5 FEET NORTH AND 100 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 1 THENCE NORTHEASTERLY 87.5 FEET TO THE SOUTHERLY LINE OF LINCOLN AVENUE AT A POINT 125 FEET NORTHWESTERLY OF THE NORTH WEST CORNER OF LINCOLN AVENUE AND OAK STREET, THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF LINCOLN AVENUE 47.5 FEET THENCE SOUTHWESTERLY 53.66 FEET

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TO A POINT 5 FEET NORTH AND 58 FEET WEST OF THE SOUTH EAST CORNER OF LOT 1 THENCE WEST 42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel Identification Number(s):

29-03-401-006-0000; and 29-03-401-026-0000

Property Address:

14220 Oak Street, Dolton, IL 60419

WHEREAS, Mortgagor is acquiring or has acquired additional Real Property in accordance with the terms of the Loan Agreement, which additional Real Property is to be subject to the Mortgage.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Real Property, as defined in the Mortgage, means the Original Property and the additional real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Property"), and the tem "Mortgaged Property" is hereby modified and amended to include the Mortgaged Property defined in the Mortgaged and the Real Property defined in this Modification.
- 2. The term "Permitted Exceptions" in the Mortgage is hereby amended and modified to mean the Permitted Exceptions as defined in the Mortgage and those liens and encumbrances otherwise described on Schedule B-1 of the title insurance commitment number 2743804, dated March 30, 2016, and issued by the First American Title Insurance Company as a Title Insurer.
- 3. Mortgagor covenants and warrants (i) that Mortgagor continues to be lawfully seized of the Mortgaged Property secured by the Mortgage, (ii) that Mortgagor has the full right to grant, bargain, convey, sell, and mortgage, with the power of sale such Mortgaged Property, (iii) the Mortgaged Property is not used, and shall not be used during the term of this Mortgage, principally or primarily for agriculture or farming purposes; and (iv) that the Mortgaged Property is unencumbered, except for the Permitted Exceptions. Further, Mortgagor hereby reaffirms all other varranties and representations made by Mortgagor to Lender in and under any and all of the Loan Documerus, including without limitation the Loan Agreement and Mortgage, with the same force and effect as though all such warranties and representations are made by Mortgagor as of the date of this Modification.
- 4. Except as specifically modified and amended in this Modification, all of the terms and conditions of the Mortgage shall and do remain in full force and effect and unclanged. All capitalized terms contained herein shall and do, unless otherwise defined in this Modification, have the meaning set forth in the Mortgage.
- 5. This document may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument with the same effect as if all parties had signed the same signature page. Any signature page of this document may be detached from any counterpart and be reattached to any other counterpart identical in form hereto but having attached to it one or more additional signature pages.

[Signatures on Following Pages]

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Modification as of the day and year first above written.

KINSMEN DEVELOPMENT, LLC, an Illinois limited liability company

By: NEW

NEW ZION CHRISTIAN FELLOWSHIP CHURCH, d/b/a NEW ZION COVENANT CHURCH, a/k/a NEW ZION COVENANT, an Illinois not for profit corporation,

Sole Member

By: Name:

Title:

STATE OF I

COUNTY OF COOK

**Notary Public** 

The undersigned, a Notary Public is and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that LANCE DAVIS the PRESIDENT of NEW ZION CHIESTIAN

person whose name is subscribed to the foregoing instrument as such officer, 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 of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this

"OFFICIAL SEAL"

day of

MARY E. SULLIVAN NOTARY PUBLIC, STATE OF ILLINOIS

COOK COUNTY MY COMMISSION EXPIRES 5/3/2019

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Lender has executed and delivered this Modification as of the day and year first above written.

NATIONAL (	COVENANT	PROPERTIES,	an	Illinois	not	for
profit corporat						

By:\_

STEPHEN R. DAWSON, its President

And

JILL A. HALL, its Secretary

STATE OF ILLINDIS

SS.

COUNTY OF COUNTY OF

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that STEPHEN R. DAWSON as PRESIDENT of NATIONAL COVENANT PROPERTIES and JILL A. HALL as SECRETARY thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such PRESIDENT and SECRETARY they signed and delivered the said instrument and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority given to the Board of DIRECTORS of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and our poses therein set forth.

Given under my hand and official seal this

≀ ∡av of

. 2016

Office

K M LUCHT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
February 07, 2020

Notary Public

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### EXHIBIT "A" LEGAL DESCRIPTION OF REAL PROPERTY

LOT 4 IN BLOCK 5 IN MICHIGAN AVENUE NO. 1, BEING A SUBDIVISION IN THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Identification Number(s):

29-11-117-005-0000

Property Ad iress:

TODERN OF COOK COUNTY CLERK'S OFFICE