

# UNOFFICIAL COPY

**This Document Prepared By And  
When Recorded Return To:**

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/27/2016 04:03 PM PG: 1 OF 5

**For Recorder's Use Only**

## **MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE**, made as of May 22, 2015, between NEW BIRTH KINGDOM MINISTRIES INTERNATIONAL, an Illinois Not-For-Profit Corporation ("**Mortgagor**"), and OLD PLANK TRAIL COMMUNITY BANK, NATIONAL ASSOCIATION, as successor in interest to First United Bank, with principal place of business is 20012 Wolf Road, Mokena, Illinois 60448 (herein referred to as "**Mortgagee**").

### **WITNESSETH:**

**THAT WHEREAS**, on or about April 10, 2008, Mortgagee provided a loan (the "Loan") to Mortgagor in the amount of ONE MILLION ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,100,000.00) to fund the acquisition of that certain property commonly known as 304 West 71<sup>st</sup> Street, Chicago, Illinois 60621 (the "**Property**"); and

**WHEREAS**, the Loan was secured by, inter alia, that certain Mortgage, dated April 10, 2008, by Mortgagor, in favor of Mortgagee, recorded on April 11, 2008 with the Cook County Recorder of Deeds as Document #0810233170 (the "**Mortgage**"); and

**WHEREAS**, on March 15, 2010, Lender and Borrower entered into a subsequent agreement increasing the amount of the indebtedness and modifying the Mortgage and maturity date;

**WHEREAS**, the subsequent agreement was memorialized and secured by, inter alia, that certain Modification of Mortgage, dated March 15, 2010, by Mortgagor, in favor of Mortgagee, recorded on June 11, 2010 with the Cook County Recorder of Deeds as Document #1016233063 (the "**Modification**");

**WHEREAS**, Mortgagee and Mortgagor, entered into that certain Loan Modification Agreement, of even date herewith (the "**First Amended Modification Agreement**"), which serves to, inter alia, modify certain of the terms of the Loan; and

**WHEREAS**, to alert third parties to modifications to the terms of the Loan in the First Modification Agreement and secure the Note, as modified, as an abundance of caution, Mortgagor has agreed to modify the Mortgage, as more specifically set forth herein:

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

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1. Modification of Mortgage: The Mortgage is hereby modified as follows:
  - a. The indebtedness secured by the Mortgage shall include any and all obligations of Mortgagor to Mortgagee under the Loan.
2. Incorporation of the First Amended Modification Agreement: The terms of the First Amended Modification Agreement are incorporated herein by reference.
3. Continuing Validity of Mortgage. Except as expressly modified above, the terms of Mortgage shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms. Consent by Mortgagee to this Modification of Mortgage does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any future modifications.

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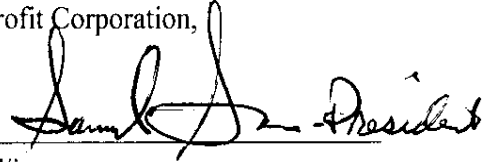
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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Modification of Mortgage to be executed as of the day and year first above written.

**MORTGAGOR:**

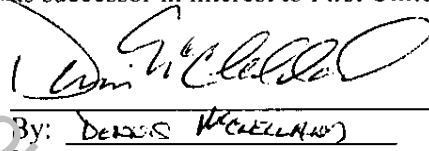
**NEW BIRTH KINGDOM MINISTRIES INTERNATIONAL**, an Illinois Not-For-Profit Corporation,

  
\_\_\_\_\_

By: Pastor

**MORTGAGEE:**

**OLD PLANK TRAIL COMMUNITY BANK, N.A.**  
as successor in interest to First United Bank

  
\_\_\_\_\_

By: DENNIS MCCALLUM  
Its: SVT

Property of Cook County Clerk's Office

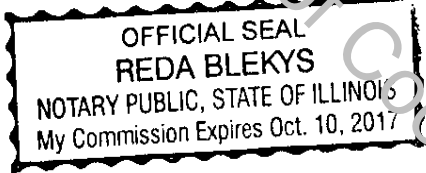
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## ACKNOWLEDGEMENT

STATE OF ILLINOIS     )  
   )  
   ) SS  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Samuel Saus as the pastor president of **NEW BIRTH KINGDOM MINISTRIES INTERNATIONAL**, an Illinois Not-For-Profit Corporation, personally known to me to be Samuel Saus as aforesaid, and is the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged to me that (s)he signed and delivered the said instrument as his(her) own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of May, 2015

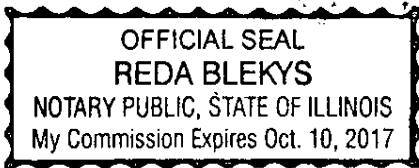


*[Signature]*  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires:  
October 10, 2017

STATE OF ILLINOIS     )  
   )  
   ) SS  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Dennis McElenand, the Senior Vice President of **OLD PLANK TRAIL COMMUNITY BANK**, National Association, 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 to me that \_\_\_ signed and delivered the said instrument as \_\_\_ own free and voluntary act and for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of May, 2015.



*[Signature]*  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires:  
October 10, 2017

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## EXHIBIT A

### THE PROPERTY -- LEGAL DESCRIPTION

**PARCEL 1: LOT 5 IN MALONEY'S SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF) IN BLOCK 12 IN NORMAL SCHOOL SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PARCEL 2: LOT 6 IN MALONEY'S SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF) IN BLOCK 12 IN NORMAL SCHOOL SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PARCEL 3: THAT PART OF LOT 3 AND OF THE SOUTH 33 FEET OF LOT 2 IN BLOCK 12 IN NORMAL SCHOOL SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, 84 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT, A DISTANCE OF 60 FEET; THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE OF THE SOUTH 33 FEET OF SAID LOT 2; WHICH**

**IS 35 FEET EAST OF THE WEST LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 33 FEET OF SAID LOT 2, A DISTANCE OF 97.19 FEET TO THE EAST LINE OF SAID LOT; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 2 AND 3 A DISTANCE OF 132.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 88.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS**

**The Property or its address is commonly known as 7042 and 7044 S. Princeton and 304 W. 71st Street, Chicago, IL 60621. The Property tax identification number is 02-21-420-035-0000; 20-21-420-036-0000; 20-21-420-037-0000.**