

# UNOFFICIAL COPY

Loans No. 66918 and 6691801

THIS DOCUMENT PREPARED BY:

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Arnstein & Lehr LLP  
120 S. Riverside Plaza, Suite 1200  
Chicago, Illinois 60606

AFTER RECORDING RETURN TO:

Urban Partnership Bank  
7936 South Cottage Grove Avenue  
Chicago, Illinois 60619  
Attention: Loan Operations/Post Closing



Doc# 1816644071 Fee \$50.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/15/2018 01:09 PM PG: 1 OF 7

## SECOND MODIFICATION TO MORTGAGE AND ASSIGNMENT OF RENTS

This Second Modification to Mortgage and Assignment of Rents (this "**Agreement**"), dated as of June 10, 2018 is made by Katherine Knazze (the "**Grantor**") having an address at 100 E. 14<sup>th</sup> St., #2208, Chicago, Illinois 60605 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 7936 South Cottage Grove Avenue, Chicago, Illinois 60619.

A. Grantor executed and delivered to Lender the following mortgage and assignment of rents:

1. Mortgage dated January 10, 2005 and recorded on January 31, 2005 as Document No. 0503102392 with the Recorder of Deeds of Cook County, Illinois (the "**Mortgage**") and encumbering property located at 9835 South Greenwood Ave., Chicago, Illinois 60628, and as more specifically on Exhibit A attached hereto (the "**Property**"), which mortgage secures, among other things, that certain Promissory Note dated January 10, 2005 in the face principal amount of \$102,600 signed by Borrower in favor of the Lender (the "**Prior Note**");

2. Assignment of Rents dated January 10, 2005 and recorded on January 31, 2005 as Document No. 0503102393 with the Recorder of Deeds, Cook County, Illinois and encumbering the Property (the "**Assignment**"), which assignment of rents secures the Prior Note;

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3. The Mortgage and Assignment described in the preceding recital subparagraphs have been modified from time to time, most recently by that Modification to Mortgage and Assignment of Rents dated as of February 1, 2015 between the Grantors and the Lender;

(the aforesaid Mortgage and Assignment and all modifications thereto including without limitation that Modification to Mortgage and Assignment of Rents described in the preceding subparagraph and this Second Modification to Mortgage and Assignment of Rents are referred to herein as the “**Mortgage**” or the “**Assignment**” respectively).

B. The parties are concurrently herewith entering into an Amended and Restated Loan Restructuring Agreement dated as of even date herewith (the “**Amended and Restated Loan Restructuring Agreement**”) for the purpose of, among other things, (i) modifying the maturity date and payments under the Prior Notes (as defined in the Loan Restructuring Agreement) secured by the Mortgage and the Assignment;

C. The parties desire hereby to amend each of 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 deleted in its entirety and the following substituted therefor:

Note. The word “Note” means, collectively, Amended and Restated Modification Note (A Note) dated as of even date herewith in the principal amount of \$300,116.39 and Amended and Restated Modification Note (B Note) dated as of even date herewith in the principal amount of \$51,797.08 (together with a Payoff Addendum to Modification Note (B Note) in the amount of \$171,922.50) both signed by Grantor, together with any and all extensions, renewals and modifications thereof and substitutions therefor. The maturity date of both Modification Note (A Note) and Modification Note (B Note) is February 10, 2023.

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 and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other

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electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents (as defined in the Loan Restructuring Agreement) maintained by Lender shall be deemed to be originals thereof.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of **Illinois**.

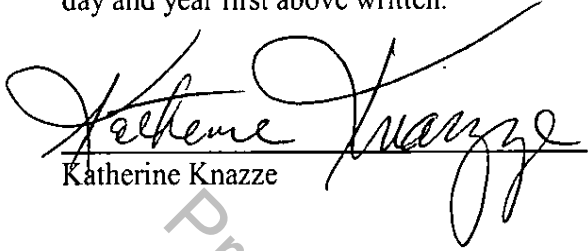
5. Continuing Force and Effect. Except as specifically modified or amended by the terms of this Agreement, all other terms and provisions of the Mortgage and the Assignment are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Grantor does hereby reaffirm, 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).

(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.

  
 \_\_\_\_\_  
 Katherine Knazze

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

By: \_\_\_\_\_

Printed Name: James S. McLarny

Its: Director

114872162.2

Property of Cook County Clerk's Office





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Exhibit A

Legal Description

LOT 12 IN BLOCK 15 IN COTTAGE GROVE HEIGHTS, BEING A SUBDIVISION OF PARTS OF THE NORTH 1/2 OF SECTIONS 10 AND 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 9835 South Greenwood, Chicago, Illinois 60628

PIN: 25-11-124-012-0000

114872162.2

Property of Cook County Clerk's Office