

UNOFFICIAL COPY

Loan No. 396114

THIS DOCUMENT PREPARED BY:
AFTER RECORDING RETURN TO:

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



1820618107

Doc# 1820618107 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/25/2018 02:29 PM PG: 1 OF 7

THIRD MODIFICATION TO MORTGAGES

This Third Modification to Mortgages (this "**Agreement**"), dated as of September 30, 2017 (but deemed effective as of July 1, 2018), is made by and between CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee under a Trust Agreement dated December 1, 1997 and known as Trust No. 1105175 (the "**1105175 Trustee**"), CHICAGO TITLE LAND TRUST COMPANY (as successor to North Star Trustee Company, as successor to Park National Bank, as successor to Chicago City Bank and Trust Company), not personally, but solely as Trustee under a Trust Agreement dated July 27, 1970 and known as Trust No. 8647 (the "**8647 Trustee**") (as successor trustee to LaSalle National Bank, N.A.), (1105175 Trustee and 8647 Trustee, collectively shall be referred to as "**Grantors**"), 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. The following mortgages have been delivered to Lender:

1. Mortgage dated June 27, 1996 and recorded July 24, 1996 as Document No. 96577251 at the Office of the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") and encumbering property located at 7643 South Ada Street, Chicago, Illinois 60620, and as more specifically described as Parcel 1 on Exhibit A attached hereto (the "**Ada Property**"), which mortgage secures, among other things, that indebtedness owed by Star Detective & Security Agency Incorporated ("**Borrower**") to Lender evidenced by that Term Note dated January 15, 2014 in the original principal amount of \$300,000.00 ("**2014 Term Note**"),

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that Amended and Restated Revolving Note dated January 15, 2014 in the original principal amount of \$700,000.00 ("**2014 Revolving Note**"), that Amended and Restated Term Note dated February 29, 2016 in the original principal amount of \$189,848.86 ("**2016 Term Note**"), that Second Amended and Restated Revolving Note dated February 29, 2016 in the original principal amount of \$335,000.00 ("**2016 Revolving Note**") (the 2014 Term Note, the 2014 Revolving Note, the 2016 Term Note and the 2016 Revolving Note collectively shall be referred to as the "**Prior Notes**");

2. Mortgage dated June 27, 1996 and recorded on July 24, 1996 as Document No. 96577257, in the Recorder's Office and encumbering property located at 813-21 East 75th Street, Chicago, Illinois 60619, and as more specifically described as Parcel 2 on Exhibit A attached hereto (the "**75th Property**"), which Mortgage secures the Prior Notes;

3. Mortgage dated January 20, 2005 and recorded May 4, 2005 as Document No. 0512441002 at Recorder's Office and encumbering the Ada Property, and as more specifically described as Parcel 1 on Exhibit A attached hereto, which Mortgage secures, among other things, the Prior Notes;

4. Mortgage dated January 20, 2005 and recorded on May 4, 2005 as Document No. 0512441005, in the Recorder's Office and encumbering the 75th Property, and as more specifically described as Parcel 2 on Exhibit A attached hereto, which Mortgage secures the Notes;

5. The Mortgages described in the preceding recital subparagraphs have been modified from time to time, most recently by that Second Modification to Mortgages dated as of February 29, 2016 between the Grantors and the Lender;

(the aforesaid mortgages and all modifications thereto including without limitation that Modification to Mortgage described in the preceding subparagraph are referred to herein as the "**Mortgages**").

B. The parties are concurrently herewith entering into a Third Amended and Restated Loan Agreement dated as of even date herewith (the "**Third Loan Agreement**") for the purpose of, among other things, (i) modifying the maturity date, interest rate and payments under the Prior Notes (as defined in the Second Loan Extension Agreement) secured by the Mortgages and (ii) restructuring the indebtedness evidenced by the Prior Notes by combining the obligations evidenced by the Prior Notes into a single Second Amended and Restated Term Note;

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

Note. The word "**Note**" means, collectively, the Amended and Restated Term Note of even date herewith in the face principal amount of \$336,113.47 with an interest rate of 5.5% signed by Borrower, together with any and all extensions, renewals and modifications thereof and substitutions therefor (which Note shall be referred to as the "**Term Note**"). The maturity date of the aforesaid Term Note is July 1, 2023.

2. Continuing Effect. All the terms of the Mortgages are hereby incorporated by reference herein, and except as hereby modified, the Mortgages shall remain in full force and effect in all respects. Grantors hereby reaffirm, assume and bind themselves to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgages.

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 electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents (as defined in the Second Loan Extension 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 Grantors 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 Third Loan Agreement).

6. Exculpation. This Third Modification to Mortgages is executed by CHICAGO TITLE LAND TRUST COMPANY (the "**Trustee**"), not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and

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agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby

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 solely as
Trustee under a Trust Agreement dated
December 1, 1997 and known as Trust
No. 1105175 (the 1105175 Trustee)

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

By: Rachel Huitsing

Printed Name: Rachel Huitsing

Its: AUP

By: Eileen Kennedy

Printed Name: Eileen Kennedy

Its: CFO

CHICAGO TITLE LAND TRUST
COMPANY, as Successor to North Star
Trustee Company, as successor to Park
National Bank, as successor to Chicago
City Bank and Trust Company, not
personally, but solely as Trustee under a
Trust Agreement dated July 27, 1970 and
known as Trust No. 8647 (the 8647
Trustee)

By: Rachel Huitsing

Printed Name: Rachel Huitsing

Its: AUP

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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Property of Cook County Clerk's Office

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teyog eht to epiorex eht ni esizunl ze vloro tod vlsnozsq ton
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zeitsnaw eht ilu rent batzev hns batzevbn vlszsqx zi il
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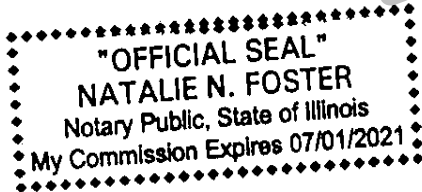
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that RACHEL HUIJSING, the ~~ASSISTANT VICE PRESIDENT~~ of CHICAGO TITLE LAND TRUST COMPANY, 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 5th day of July, 2018.

Natalie N Foster

Notary Public



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 RECORDER OF DEEDS**

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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 Eileen Kennedy, the CFO 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 28th day of JUNE, 2018.

Pamela A. Murphy
 Notary Public



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EXHIBIT A

Legal Descriptions

PARCEL 1:

Lot 5 in Hylands Subdivision of the West 187.50 Feet of Block 24 in Jones Subdivision of part of the West 1/2 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian according to the Plat thereof recorded July 28, 1926 as Document No. 8529008 in Cook County, Illinois

PIN: 20-29-309-005-0000

Address: 7643 S. Ada, Chicago, Illinois

PARCEL 2:

Lots 3, 4 and 5 in Cornell, being a Subdivision of Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 20-26-300-021-0000
20-26-300-022-0000

Address: 813-821 E. 75th Street, Chicago, Illinois

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