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Prepared By
And After Recording Return To:

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Chicago, Illinois 60606

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2002-01-15 15:48:35
Cook County Recorder 37.50



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(above space for recorder's use only)

PARTIAL RELEASE OF AND AMENDMENT TO MORTGAGE

THIS PARTIAL RELEASE OF AND AMENDMENT TO MORTGAGE, (this "Agreement") is entered into as of December 14, 2001 by and between **THE HOMAN SQUARE COMMUNITY CENTER FOUNDATION**, an Illinois not-for-profit corporation ("**Mortgagor**") with a mailing address of c/o The Shaw Company, 2001 York Road, Suite 550, Oak Brook, Illinois 60523, and **ALLSTATE INSURANCE COMPANY**, an Illinois corporation ("**Mortgagee**"), with a mailing address at 3075 Sanders Road, Suite G5A, Northbrook, Illinois 60062, Attention, Investment Law Division.

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Construction Mortgage, Security Agreement and Fixture Filing (With Assignment of Leases and Rents)(Leasehold) dated as of November 27, 2000 and recorded December 5, 2000 with the Cook County Recorder as Document No. 009050422 (the "Mortgage"), encumbering certain unimproved property located in Chicago, Illinois, more particularly described in Exhibit A to the Mortgage (the "Property") subject only to those items listed on Exhibit B to the Mortgage (the "Permitted Exceptions"); and

WHEREAS, the Charles H. Shaw's Plat of Subdivision (the "Plat") was recorded on December 12, 2001 with the Cook County Recorder of Deeds as document # 0011178258; and

WHEREAS, the Plat creates a new legal description for the new boundaries of the platted property to be encumbered by the Mortgage, which legal description includes certain additional property to be encumbered by the Mortgage and substantially all of the Property

covered by the metes and bounds legal description which is attached to the Mortgage as Exhibit A; and

WHEREAS, it was contemplated that Mortgagor and Mortgagee would enter into this Agreement at the time of the recording of the Plat to (i) substitute the new legal description of the platted property in place of the metes and bounds legal description attached to the Mortgage as Exhibit A, (ii) partially release the Mortgage solely with respect to any Property not covered by the new legal description and (iii) revise the Permitted Exceptions based on the subsequent preparation and recording of a plat of subdivision; and

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Definitions. Each capitalized term used as a defined term in this Agreement, but not otherwise defined herein, shall have the same meaning as is ascribed to such capitalized term in the Mortgage.

2. Modification to the Legal Description of the Property. Exhibit A of the Mortgage is deleted in its entirety and replaced with Replacement Exhibit A attached hereto as Exhibit 1. All references in the Mortgage to the Property shall mean the property legally described on Replacement Exhibit A.

3. Modification to the Permitted Exceptions. Exhibit B of the Mortgage is deleted in its entirety and replaced with Replacement Exhibit B attached hereto as Exhibit 2. All references in the Mortgage to the Permitted Exceptions shall mean the items listed on Replacement Exhibit B.

4. Partial Release of Mortgage. The Mortgage is hereby partially released solely with respect to any property not within the boundaries of the new legal description. Such released land is described in the attached Exhibit 3, incorporated herein by reference.

5. Ratification. Except as set forth above, the Mortgage remains unaltered and in full force and effect, and Mortgagor and Mortgagee do hereby ratify and confirm the Mortgage, as modified and amended herein.

7. Counterparts. This Amendment may be simultaneously executed in separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Execution Pages to Follow]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

MORTGAGOR:

THE HOMAN SQUARE COMMUNITY CENTER FOUNDATION, an Illinois not-for-profit corporation

By: *William T King*

Name: William T King

Title: Secretary/Treasurer

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MORTGAGEE:

ALLSTATE INSURANCE COMPANY, an Illinois corporation

By: *Charles D Mires*

Name: CHARLES D. MIRES

Title: AUTHORIZED SIGNATORY



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STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

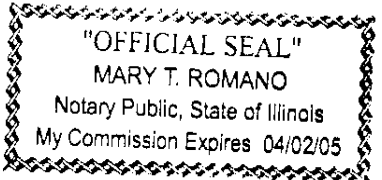
I, Mary Romano, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William King, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Secretary/Treasurer of THE HOMAN SQUARE COMMUNITY CENTER FOUNDATION, appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his own free and voluntary act and as the free and voluntary act of said not-for-profit corporation for the uses and purposes therein.

Given under my hand and notarial seal this 19th day of December, 2001.

Mary Romano

Notary Public

My Commission Expires: 4/2/05



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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Jo Ann MARTINI, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLES D. MILES, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the AUTHORIZED SIGNATORY of ALLSTATE INSURANCE COMPANY, appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein.

Given under my hand and notarial seal this 13TH day of DECEMBER, 2001.

Jo Ann Martini
Notary Public

My Commission Expires: 8/21/2003

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EXHIBIT 1

Replacement Exhibit A to Lease

Legal Description of the Property

LOT 6 IN CHARLES H. SHAW'S SUBDIVISION BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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EXHIBIT 2

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Replacement Exhibit B to Lease

Permitted Exceptions

1. General Taxes for the Year 2001, not yet due and payable.
2. A non-exclusive right to use the common areas as disclosed by Memorandum of Lease dated February 17, 1999 and recorded August 16, 1999 made by The Homan Arthington Foundation, Lessor, and the Board of Trustee's of the Young Men's Christian Association of Chicago, Lessee, the terms, provisions and conditions as contained therein.
3. Charles H. Shaw's Plat of Subdivision (the "Plat") recorded on December 12, 2001 with the Cook County Recorder of Deeds as document # 0011178258
5. Terms, provisions conditions and limitations contained in the Ground Lease executed by and between The Homan Arthington Foundation, as Lessor, and Homan Square Community Center Foundation, as Lessee, dated November 14, 2000, as disclosed by Memorandum of Lease dated November 14, 2000 and recorded December 5, 2000 as Document No. 00950421, as amended by that certain First Amendment to Ground Lease dated December 10 2001 as disclosed by that certain Revised Memorandum of Lease dated December 10 2001 and recorded December 14, 2001 as Document No. 11187586.

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EXHIBIT 3

Released Land

PARCEL 1

THAT PART OF LOTS 6 THROUGH 9, INCLUSIVE, IN BLOCK 2 IN HENRY E. VANCE'S RE-SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST 1904 AT 9 O'CLOCK A.M. AS DOCUMENT NO. 3635041, IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID BLOCK 2 IN HENRY E. VANCE'S RE-SUBDIVISION, ALSO BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 2 ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE, FOR A DISTANCE OF 337.60 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY (FORMERLY KNOWN AS CHICAGO AND GREAT WESTERN RAILROAD COMPANY); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 2, ALSO BEING THE NORTH RIGHT-OF-WAY OF SAID BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, FOR A DISTANCE OF 558.59 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 05 SECONDS EAST, FOR A DISTANCE OF 29.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST, FOR A DISTANCE OF 263.96 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 05 SECONDS EAST, FOR A DISTANCE OF 134.45 FEET; THENCE SOUTH 85 DEGREES 24 MINUTES 46 SECONDS EAST, FOR A DISTANCE OF 107.24 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 05 SECONDS EAST, FOR A DISTANCE OF 31.00 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 33.00 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 05 SECONDS WEST, FOR A DISTANCE OF 33.20 FEET; THENCE SOUTH 85 DEGREES 24 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 73.63 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 05 SECONDS WEST, FOR A DISTANCE OF 9.99 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 44.00 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 05 SECONDS WEST, FOR A DISTANCE OF 109.78 FEET TO SAID POINT OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 0.777 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

BUT EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 6 IN CHARLES H. SHAW'S SUBDIVISION BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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PARCEL 2

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GROUND LEASE DATED NOVEMBER 14, 2000 MADE BY AND BETWEEN THE HOMAN ARTHINGTON FOUNDATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, LESSOR, AND HOMAN SQUARE COMMUNITY CENTER FOUNDATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, DISCLOSED BY MEMORANDUM OF LEASE DATED NOVEMBER 14, 2000 AND RECORDED DECEMBER 5, 2000 AS DOCUMENT NO. 00950421.

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