

# UNOFFICIAL COPY

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Prepared by and  
after recording return to:

6444/0131 18 001 Page 1 of 8  
2003-04-10 10:13:53  
Cook County Recorder 38.00

Samuel P. Gussis  
Sidley Austin Brown & Wood  
Bank One Plaza  
10 South Dearborn Street  
Chicago, Illinois 60603



7671083, 6579, 02

Property of Cook County

## SECOND AMENDMENT TO MORTGAGE

**THIS SECOND AMENDMENT TO MORTGAGE** ("Amendment") is made as of this 28<sup>th</sup> day of March, 2003, by and between Academy of Communications and Technology Charter School, Inc., an Illinois not for profit corporation ("Mortgagor") and Illinois Facilities Fund, an Illinois not for profit corporation ("Mortgagee").

### WITNESSETH:

**WHEREAS**, Mortgagor delivered to Mortgagee that certain Promissory Note, dated July 24, 1997 in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Note"), which Promissory Note was amended by that certain First Amendment to Promissory Note dated June 19, 2002, which amendment extended the loan term to one hundred twenty months (120) (as amended, the "Note"), evidencing a loan in said amount (the "Initial Loan"), which Note is secured by that certain Mortgage, dated July 24, 1997 from Mortgagor in favor of Mortgagee, and which Mortgage was recorded in the Cook County Recorder's Office on July 25, 1997 as document number 97-540123, which Mortgage was amended by that certain First Amendment to Mortgage, dated July 19, 2002 (as amended, the "Mortgage"), encumbering the real estate commonly known as 4319 W. Washington, Chicago, Illinois, as described in Exhibit A attached hereto and hereby made a part hereof;

**WHEREAS**, the parties hereto have agreed to increase the Principal Sum of the Initial Loan to \$588,073.79 ;

**WHEREAS**, Mortgagor has delivered to Mortgagee that certain Amended and Restated Promissory Note, dated of even date herewith, in the amount of FIVE HUNDRED EIGHTY EIGHT THOUSAND SEVENTY THREE AND 79/100 DOLLARS (\$588,073.79) ("Amended and Restated Note"), which Amended and Restated Note evidences the Initial Loan and amends and restates in its entirety the terms of the Note;

BOX 333-CT

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**WHEREAS**, the parties hereto agree that the Initial Loan is not being repaid and Mortgagee reserves the priority of the Mortgage; and

**WHEREAS**, Mortgagor and Mortgagee desire to amend the Mortgage to reflect the agreements set forth herein and in the Amended and Restated Note;

**NOW, THEREFORE**, for the above-stated premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Principal Amount of the Loan. From and after the date hereof, the principal amount of the Loan shall be \$588,073.79. All references in the Mortgage to the amount "\$412,777.00" shall be replaced with the amount "\$588,073.79." The term "Loan" as defined in the Mortgage shall be deemed to be the Loan in the amount of \$588,073.79, evidenced by the Amended and Restated Note.

2. Mortgage Secures Amendments. The Mortgage shall secure all of the Obligations (as defined in the Mortgage) of Mortgagor under the Amended and Restated Note and the Mortgage.

3. Mortgage Remains in Full Force and Effect. Except to the extent specifically modified by this Amendment, all of the terms and conditions of the Mortgage shall remain in full force and effect. Mortgagor restates and confirms all of the terms and conditions of the Mortgage, as hereby amended, including, without limitation, the representations and warranties made therein, as of the date hereof. Mortgagor further represents and warrants that, as of the date hereof, no default has occurred and is continuing under the Mortgage. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Mortgagee under the Amended and Restated Note, or any other document, instrument or agreement executed and/or delivered in connection therewith. All understandings and agreements, whether oral or written, with respect to the subject matter hereof, are merged into this Amendment, which alone fully and completely expresses the agreement between the parties hereto.

4. Further Assurances. Mortgagor shall, from time to time, at Mortgagee's reasonable request and without further consideration, execute and deliver or cause to be executed and delivered such other instruments of conveyance and transfer and take such other actions as Mortgagee may reasonably require to effectuate the transaction contemplated by this Amendment.

5. Severability. In the event that any of the covenants, agreements, terms or provisions contained in this Amendment shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not be in any way affected, prejudiced or disturbed thereby.

6. Headings. The captions and headings of the sections of this Amendment are for convenience only and are not to be considered as defining or limiting in any way, the scope or intent of the provisions hereof.

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7. Counterparts. This Amendment may be executed in any number of counterparts, any or all of which may contain the signature of only one of the parties, and all of which shall be construed together as a single instrument.

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IN WITNESS WHEREOF, the parties have hereunto executed this Amendment, with authority duly given, as of the date first above written.

**MORTGAGOR:**

ACADEMY OF COMMUNICATIONS AND TECHNOLOGY CHARTER SCHOOL, INC., an Illinois not for profit corporation

By: Sarah Howard  
Its: Executive Director

**MORTGAGEE:**

ILLINOIS FACILITIES FUND, an Illinois not for profit corporation

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

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Sarah Howard personally known to me to be the Executive Director of Academy of Communications and Technology Charter School, Inc., an Illinois not for profit corporation, appeared before me this day in person and acknowledged that, as such Executive Director, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of March, 2003.

Mattie Greer

Notary Public



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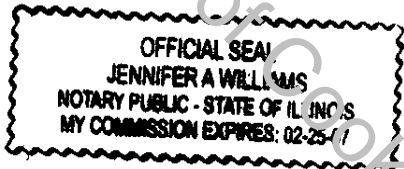
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Trinita Logue, personally known to me to be the President of ILLINOIS FACILITIES FUND, an Illinois not for profit corporation, appeared before me this day in person and acknowledged that, as such President, she signed and delivered such instrument as her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of March, 2003.

Jennifer A. Williams

Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 5 THROUGH 9 IN BLOCK 36 IN THE SUBDIVISION OF THE SOUTH ½ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PART LYING EAST AND SOUTH OF THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 36 IN THE SUBDIVISION AFORESAID: THENCE WEST ALONG THE SOUTH LINE OF LOTS 1 THROUGH 5 IN BLOCK 36 IN SAID SUBDIVISION FOR A DISTANCE OF 102.05 FEET TO THE SOUTHERLY EXTENSION OF THE WEST FACE OF A 1 STORY BRICK BUILDING AND THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EXTENSION AND SAID WEST FACE FOR A DISTANCE OF 12.33 FEET; THENCE EAST ALONG A NORTH FACE OF SAID 1 STORY BRICK BUILDING 4.0 FEET TO A WEST FACE OF A 4 STORY STONE AND BRICK RECTORY BUILDING, IN COOK COUNTY, ILLINOIS.

Per # : 16-10-422-024-0000

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