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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/20/2007 02:01 PM Pg: 1 of 7

Permanent Index Number: 20-23-113-009-0000

Common Address:  
6521 S. Maryland Avenue  
Chicago, Illinois

## FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "**Amendment**") is dated for reference purposes only as of July 9, 2007, by and between THE WOODLAWN ORGANIZATION, an Illinois not-for-profit corporation (the "**Mortgagor**") to and for the benefit of HIGHLAND COMMUNITY BANK, an Illinois banking corporation (the "**Mortgagee**"), whose address is 1701 West 87<sup>th</sup> Street, Chicago, Illinois 60620-4899.

### RECITALS:

A. Mortgagor has heretofore entered into that certain Mortgage, Security Agreement and Financing Statement dated for reference purposes only as of February 1, 2007, recorded February 14, 2007, in the Office of the Cook County, Illinois Recorder as Document Number 0704539104, (the "**Existing Mortgage**"), encumbering the property legally described on Exhibit A (the "**Property**").

B. The indebtedness secured by the Existing Mortgage is a mortgage loan (the "**Loan**") originally made by Mortgagee to Mortgagor pursuant to that certain Mortgage Note dated as of February 1, 2007, in the original principal amount of \$1,600,000 (the "**Original Note**").

C. Mortgagor has executed and delivered to Mortgagee that certain Amended and Restated Mortgage Note in the principal amount of \$2,000,000 dated for reference purposes only as of July 9, 2007, which, *inter alia*, increases the principal amount of the Original Note to \$2,000,000 (the "**Note**").

D. Mortgagor and Mortgagee desire to modify the Existing Mortgage to provide for an increase in the amount secured by the Existing Mortgage to \$2,000,000.

Box 334

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NOW, THEREFORE, in consideration of the mutual agreements herein contained and for \$10.00 and other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. RECITAL REPRESENTATIONS. Mortgagor hereby represents and warrants to Mortgagee that the foregoing Recitals are: (a) true and accurate; and (b) an integral part of this Amendment. Mortgagor and Mortgagee hereby agree that all of the Recitals of this Amendment are hereby incorporated into this Amendment and made a part hereof. The Existing Mortgage is hereby amended by incorporating the Recitals in this Amendment.
2. MATURITY DATE. The maturity date of the Existing Mortgage is July 9, 2008, unless accelerated or extended pursuant to the terms of the Note.
3. EFFECT OF AMENDMENT. From and after the date hereof, the Existing Mortgage shall be deemed to be amended and modified as provided herein, and, as so amended and modified, the Existing Mortgage shall continue in full force and effect, and the Existing Mortgage and the applicable provisions of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term "**Maryland Mortgage**" or words of such import used in the Loan Agreement and all other Loan Documents (as defined in the Loan Agreement) shall mean the Existing Mortgage as amended hereby.
4. CONTINUING OBLIGATIONS. Mortgagor hereby acknowledges that the indebtedness secured hereby and evidenced by the Note is a continuing indebtedness. Nothing herein shall be deemed to constitute a release of any collateral heretofore pledged to secure payment and performance under the Original Note or under the Note.
5. COUNTERPARTS. This Amendment may be executed in any number of counterparts, and by the different parties hereto and thereto on the same or separate counterparts, each of which when so executed and delivered shall be deemed to be an original; all the counterparts for this Amendment shall together constitute one and the same agreement.

*The remainder of this page has been left intentionally blank.*

*Signature Page follows*

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IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Mortgage, Security Agreement and Financing Statement as of the day and year first above written.

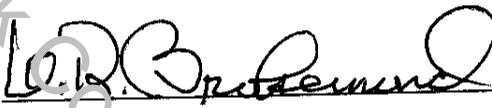
## MORTGAGOR

THE WOODLAWN ORGANIZATION,  
an Illinois not for profit corporation

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

## ACCEPTED AND ACKNOWLEDGED

HIGHLAND COMMUNITY BANK

By: 

Title: Chairman

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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, DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_ of THE WOODLAWN ORGANIZATION, 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 severally acknowledged that as such \_\_\_\_\_, he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said trust and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

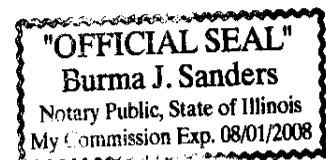
\_\_\_\_\_  
 Notary Public

STATE OF ILLINOIS       )  
                                       ) SS  
 COUNTY OF COOK        )

The undersigned, a Notary Public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that G.R. Brokemon, the Chairman of Highland Community Bank, is personally known to me to be the same person whose name is subscribed to he foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of July, 2007.

*Burma J. Sanders*  
 Notary Public



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IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Mortgage, Security Agreement and Financing Statement as of the day and year first above written.

## MORTGAGOR

THE WOODLAWN ORGANIZATION,  
an Illinois not for profit corporation

By: 

Name: LEON D. FINNEY

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

## ACCEPTED AND ACKNOWLEDGED

HIGHLAND COMMUNITY BANK

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

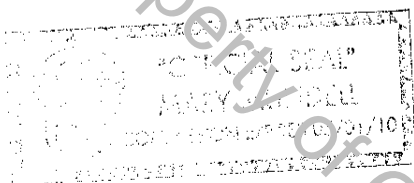
Title: \_\_\_\_\_

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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, DO HEREBY CERTIFY that Leob. Finney Jr the President of THE WOODLAWN ORGANIZATION, 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 severally acknowledged that as such \_\_\_\_\_, he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said trust and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of July, 2007.



Mary Mundell  
 Notary Public

STATE OF ILLINOIS       )  
                                       ) SS  
 COUNTY OF COOK        )

The undersigned, a Notary Public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_ of Highland Community Bank, is personally known to me to be the same person whose name is subscribed to he foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
 Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION

THE NORTH 25 FEET OF LOT 20 IN BLOCK 7 IN WOODLAWN RIDGE, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PROPERTY ADDRESS OF REAL ESTATE:

6521 S. Maryland Avenue, Chicago, Illinois

### PERMANENT TAX IDENTIFICATION NUMBER:

20-23-113-009-0000

Property of Cook County Clerk's Office