

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING MAIL TO:

Patrick J. Elder, Esq.  
Reed Smith LLP  
10 South Wacker Drive  
Suite 4000  
Chicago, Illinois 60606

Common Address:  
7409-15 North Sheridan Road  
Chicago, Illinois 60626

This document is being  
re-recorded to correct an  
error in  
recording order.

## FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "**Amendment**"), dated effective as of December 1, 2007, is entered into by Jane Feerer ("**Borrower**") located at 7409-15 North Sheridan Road, Chicago, Illinois 60626 in favor of JNP 2005 N1 Parachute Trust ("**Lender**"), located at c/o Harry B. Rosenberg, Reed Smith LLP, 10 S. Wacker, Ste 4000, Chicago, Illinois 60606.

### RECITALS:

WHEREAS, Lender has made a loan to Borrower secured by that certain Mortgage creating a lien on a parcel of real estate legally described on **Exhibit A**, attached hereto, and recorded with the Cook County Recorder's Office on April 7, 2005, as Document No. 0509702325 (the "**Existing Mortgage**"), as amended hereby. Any term not otherwise defined herein shall have the meaning set forth in the Existing Mortgage.

WHEREAS, Borrower and Lender have agreed to amend the Existing Mortgage to: (i) reference that the Note has been amended and restated, (ii) reference the new principal amount of the Loan, and (iii) delete references to the Balloon Note Rider.

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. Recitals. Borrower hereby represents and warrants to Lender that the foregoing Recitals are (a) true and accurate, and (b) an integral part of this Amendment. Borrower and Lender hereby agree that all of the Recitals of this Amendment are hereby incorporated into this Amendment and made a part hereof.

2. Amendment of Note. Section (D) of the Definitions provided in the Existing Mortgage shall be deleted in its entirety and replaced with the following:

Doc#: 0733922074 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/05/2007 12:29 PM Pg: 1 of 5



Doc#: 0736109002 Fee: \$32.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 12/27/2007 08:28 AM Pg: 1 of 5

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(D) "Note" means that certain Amended and Restated Note dated December 1, 2007 signed by Borrower in favor of Lender. The Note states that Borrower owes Lender U.S. \$1,140,991.20 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2035.

3. Deletion of Balloon Note Rider. The Balloon Note Rider attached to the Existing Mortgage shall be deleted in its entirety.

4. Full Force and Effect; Limited Amendment. From and after the date hereof, the Existing Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Existing Mortgage shall continue in full force and effect and the Existing Mortgage as previously amended and the applicable portions of this Amendment shall be read, taken and construed as one and the same instrument.

5. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the federal laws of the United States of America and internal laws of the State of Illinois applicable to contracts made and to be performed in such state (without regard to the principle of conflicts of law applicable under Illinois law).

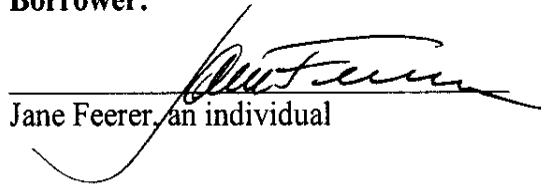
*The remainder of this page is intentionally left blank.*

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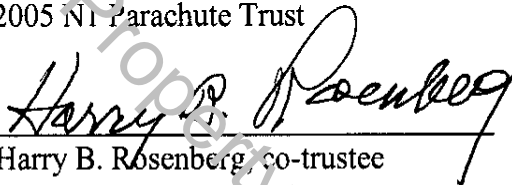
IN WITNESS WHEREOF, the parties have executed this First Amendment to Mortgage as of the dated first above written.


**Borrower:**

  
Jane Feerer, an individual

**Lender:**

JNP 2005 N1 Parachute Trust

By:   
Harry B. Rosenberg, co-trustee

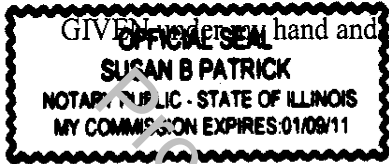
By:   
Charles E. Dobrush, co-trustee

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State of Illinois )  
 ) SS.  
County of Cook )

The undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane Feerer, 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 she signed and delivered the said instrument as her free and voluntary act.



GIVEN under my hand and official seal, this 1st day of December, 2007

Susan B. Patrick

Notary Public

Commission expires: Jan 9, 2011

State of Illinois )  
 ) SS.  
County of Cook )

The undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harry B. Rosenberg personally known to me to be a co-trustee of JNP 2005 N1 Parachute Trust, 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 co-trustee he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said trust for the uses and purposes set forth.

GIVEN under my hand and official seal, this 1st day of December, 2007.



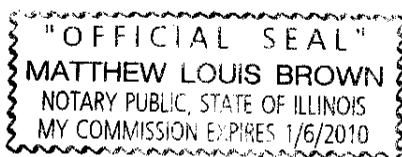
Matthew Louis Brown  
Notary Public

Commission expires: Jan 6, 2010

State of Illinois )  
 ) SS.  
County of Cook )

The undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles E. Dobrusin personally known to me to be a co-trustee of JNP 2005 N1 Parachute Trust, 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 co-trustee he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said trust for the uses and purposes set forth.

GIVEN under my hand and official seal, this 1st day of December, 2007.



Matthew Louis Brown  
Notary Public

Commission expires: Jan 6, 2010

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## EXHIBIT A

### Description of the Land

PARCEL 1:

THE SOUTH 5 FEET OF LOT 5, SAID 5 FEET BEING MEASURED ALONG THE WESTERLY BOUNDARY OF SAID LOT 5, TOGETHER WITH LOT 6, EXCEPT THE SOUTH 6 FEET OF SAID LOT 6, SAID 6 FEET BEING MEASURED ALONG THE WESTERLY BOUNDARY OF SAID LOT 6, IN BLOCK 11, IN THE RESUBDIVISION OF BLOCKS 11 AND 12, IN BIRCHWOOD BEACH, A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 6 FEET OF LOT 6 AND THE NORTH 39 FEET OF LOT 7, IN BLOCK 11, IN THE RESUBDIVISION OF BLOCKS 11 AND 12, IN BIRCHWOOD BEACH, A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-29-312-003 and 11-29-312-004

Common Address: 7409-15 North Sheridan Road, Chicago, Illinois 60626

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