#### **UNOFFICIAL COPY**

This instrument was prepared by and after recording return to:

Peter C. Quigley, General Counsel Community Reinvestment Fund, Inc. 850 West Jackson Blvd Suite 825 Chicago, Illinois 60607



Doc#: 0811216062 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 04/21/2008 02:05 PM Pg: 1 of 4

Above space for Recorder's Use Only

#### FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("First Amendmen") is made as of February 2712008, by 76th & Chappel Homes LLC, an Illinois limited liability con party (the "Mortgagor"), and Peter C. Quigley, an individual residing in Cook County, Illinois ("Mortgagee")

#### RECITALS

WHEREAS, Mortgagor has heretofore executed and delivered to Mortgagee that certain Promissory Note, dated September 11, 2007, in the principal amount of Thirty Five Thousand and No/100 Dollars (\$35,000.00) (the "Original Note"); and

WHEREAS, to secure the Original Note, Mortgagor executed and delive ed to Mortgagee that certain Mortgage, Assignment of Rents and Security Agreement, dated September 11, 2007 (the "Original Mortgage"), which Mortgage was recorded in the Office of the Cook County Recorder on 2007 as Document No. \_\_\_\_\_\_, and which Mortgage encumbers the property described or Exhibit A attached hereto and made a part hereof. All capitalized terms used in this First Amendment that are not defined herein shall have the meanings given to such terms in the Mortgage; and

WHEREAS, concurrently herewith, Mortgagor is executing and delivering to Mortgagee that certain Amended and Restated Promissory Note, dated February \_\_\_\_\_, 2008, in the principal amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Restated Note"), which evidences a Fifteen Thousand and No/100 Dollars (\$15,000.00) increase in the amount of the Loan and amends, restates and supersedes the Original Note in its entirety; and

1

Doc#: 0811216061 Fee: \$68.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/21/2008 02:04 PM Pg: 1 of 17

COENT

0811216062 Page: 2 of 4

## **UNOFFICIAL COPY**

WHEREAS, the parties desire that the Original Mortgage, as amended by this First Amendment, . secure the Restated Note.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, including the increase in the amount of the Loan, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. The Original Mortgage, as amended by this First Amendment, secures the Restated Note. All references in the Original Mortgage to the "Note" shall be deemed to mean the Restated Note. All references in the Original Mortgage to "this Mortgage" shall be deemed to mean the Original Mortgage as amended by this First Amendment.
- 2. As amended by this First Amendment, the Original Mortgage shall continue to be and remain in full force and effect, and is hereby ratified and confirmed.

IN WITNE'S WHEREOF, the parties have caused this First Amendment to be executed on the day and year first above vritten.

MORTGAGOR:

76th & Chappel Homes LLC

Leprox G. Jackson, Manager

Clory's Orgina

0//

l'eter C. Quigle

0811216062 Page: 3 of 4

1. - 2.

## **UNOFFICIAL COPY**

#### **ACKNOWLEDGMENT**

STATE OF ILLINOIS	)	
COUNTY OF COOK	)	SS.
	)	

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Lennox G. Jackson, the Manager of 76th & Chappell Homes LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary acts, and as the free and voluntary act of 76th & Chappell Homes LLC, on behalf of said company, all for the yeses and purposes set forth therein.

GIVEN under my hand and notarial seal this

day of February, 2008.

Notary Public

**ACKNOWLEDGMENT** 

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and ter said County in the State aforesaid, do hereby certify that Peter C. Quigley, 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 signed and delivered such instrument as his own free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this

day of February, 2008.

Notary Public

OFFICIAL SEAL
VERNETTA J. JACKSON
Notary Public, State of filmois
My Commission Spaires 11/1/08

PERNETTA J. JACKSON

0811216062 Page: 4 of 4

# **UNOFFICIAL COPY**

#### **EXHIBIT A**

## DESCRIPTION OF PROPERTY 7632 S. Chappell Avenue

Approximately half of the current lot with P.I.N.: 20-25-408-031-0000

THE SOUTHERLY 1/2 OF THE FOLLOWING DESCRIBED PARCEL OF LAND: AN IRREGULAR PARCEL OF LAND FORMERLY OWNED BY THE BALTIMORE AND OHIO RAILROAD COMPANY LOCATED ON SOUTH CHAPPELL AVENUE IN CHICAGO, BEING 66.00 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINICPAL MERIDIAN, IN COOK