613828 1/2

PREPARED BY AND WHEN RECORDED RETURN TO:

LaVon M. Johns, Esq. Pugh, Jones, Johnson & Quandt P.C. Suite 3400 180 N. LaSalle Chicago, IL 60611



Doc#: 1120112155 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 07/20/2011 01:47 PM Pg: 1 of 6

Property Address:
2 W. Delaware Place, Unit 807

2 W. Delaware Place, Unit 807 Chicago, IL 60610

PIN: 17-04-435-003-000

FIRST AMENS MENT TO MORTGAGE

This First Amendment to Mortgage ("Amendment") is hereby made and entered into as of this 1st day of March, 2011 and is made by WILLIAM C. HUNTER and SHARMAN S. THORNTON-HUNTER ("Borrower") in favor of and for the benefit of U.S. BANK N.A. ("Lender") having its principal place of business at 222 Second Avenue, S.E., Cedar Rapids, IA 52401.

WHEREAS, the Lender and Borrower are parties to that certain Mortgage, dated July 7, 2010 and recorded on July 21, 2010 as Document No. 1020211123 encumbering that certain real property legally described on **Exhibit A** (the "Premises") attached hereto (the "Original Mortgage"); and

WHEREAS, the Borrower desires to release those certain storage rights of Storage Space #S-26 and secure storage rights with respect to Storage Space #S-1+5 (the "New Storage Space").

WHEREAS, Lender has agreed to this Amendment in order to revise the legal description to reflect the New Storage Space as set forth on **Exhibit B** attached hereto.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties hereby agree to delete **Exhibit A** of the Original Mortgage and replace it with **Exhibit B** attached hereto.

STEWART TITLE COMPANY 2055 West Army Trail Road, Suite 110 Addison, IL 60101 630 - 889 - 4000 S Y P S N SC Y INTO

- 2. Except to the extent specifically amended hereby, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Original Mortgage shall be and remain in full force and effect and the same are hereby ratified and confirmed.
- 3. The Original Mortgage, including this Amendment, and the rights and obligations of the parties hereunder and thereunder shall be construed in accordance with and governed by the laws of the State of Illinois without regard to principles of conflicts of laws.
- 4. All references in the Mortgage and any other references of similar import shall hence outh mean the Original Mortgage as amended by this Amendment.
- 5. In the event of any inconsistency or conflict between this Amendment and the Original Mortgage the terms, provisions and conditions contained in this Amendment shall govern and control.
- 6. This Amendment may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of such counterparts taken together shall be deemed to constitute but one and the same instrument. A facsimile signature shall be deemed a valid signature for all purposes.

[SIGNATURE PAGE TO FOLLOW]

1120112155 Page: 3 of 6

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first written above.

U.S. BANK N.A., a national banking association

Name: Ambar Managarary

Its: Assistant Vice President

WILLIAM C. HUNTER

SHARMAN S. THORNTON-HUNTER

OUNTER

OFFICE

ACKNOWLEDGEMENTS

COUNTY OFDaviess)
STATE OFKentucky)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Amber Montgomery as Asst. Vicr President and personally known to me to be the same person whose name is subscribed to the foregoing instrument, signed, sealed, and delivered the said instrument as his free and voluntary act, in the capacity noted above, for the uses and purposes therein set forth. Given under my hand and official seal, this 29 day of March, 2011.
Notary Public: Stephanie Houser Notary ID#: 406488 My Commission Expires on October 9, 2013
COUNTY OF Johnson)
STATE OF Jowa)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DC HEREBY CERTIFY that WILLIAM C. HUNTER and SHARMAN S. THORNTON-HUNTER and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, signed, sealed, and delivered the said instrument as his and her free and voluntary acts for the uses and purposes therein set for th.
Given under my hand and official seal, this day of March, 2011.

EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL MORTGAGE

Parcel 1:

UNIT 807 and GU- 240 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 1014716029, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE CHIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Parcel 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-26, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINION AFORESAID, RECORDED AS DOCUMENT NUMBER 1014716029.

COMMONLY KNOWN AS: 2 W. Delaware Place, Unit 807/GU-240/S-26, Chicago, IL 60610.

PIN: 17-04-435-003-0000; 17-04-435-004-0000; 17-04-435-022-0000; 17-04-435-024-0000; 17-04-435-025-0000 (affecting underlying land and other property)

EXHIBIT B

REVISED LEGAL DESCRIPTION

Parcel 1:

UNIT 807 and GU- 240 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 1014716029, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Parcel 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-145, A LIMITED COMMON ELEMENT, AS D'EL'NEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT NUMBER 1014716029.

COMMONLY KNOWN AS: 2 W. Delaware 7:30e, Unit 807/GU-240/S-145, Chicago, IL 60610.

PIN: 17-04-435-003-0000; 17-04-435-004-0000; 17-04-435-022-0000; 17-04-435-024-0000; 17-04-435-025-0000 (affecting underlying land and other property)