



Doc#: 1204518078 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/14/2012 03:37 PM Pg: 1 of 6

This Instrument was prepared by and when recorded should be returned to:

Barnes & Thornburg
One North Wacker Drive
Suite 4400
Chicago, Illinois 60606
Attn: Wesley W. Broquard

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT TO RELEASE A PORTION OF COLLATERAL

This Amendment to Mortgage and Security Agreement to Release a Portion of Collateral (this "Amendment") is entered into as of February 10, 2012, between **Hebrew Theological College**, an Illinois not-for-profit corporation with its principal place of business located at 7135 North Carpenter Road, Skokie, Illinois 60077 ("Borrower") and **JPMorgan Chase Bank, N.A.** with offices at 10 South Dearborn Street, Chicago, Illinois 60603 (the "Bank").

A. Borrower executed and delivered to the Bank's predecessor, a Mortgage and Security Agreement dated May 31, 2000, and recorded with the Cook County Recorder on June 7, 2000 as Document No. 00415048, as subsequently amended by that certain Amendment dated June 29, 2005, and recorded in said Recorder's office on July 13, 2005, as Document No. 0519419130, and further by that certain Amendment dated June 29, 2006, and recorded in said Recorder's office on July 20, 2006, as Document No. 0620127044 (collectively, the "Mortgage"), creating a mortgage lien against real property and improvements commonly known as 7135 North Carpenter Road, Skokie, Illinois 60077 (as more completely described in the Mortgage, the "Collateral").

B. Borrower has requested permission from the Bank to subdivide the Collateral and to sell a portion of the Collateral to the Hillel Torah North Suburban Day School, such portion to be conveyed being known as 7120 Laramie Avenue, Skokie, Illinois, and being more completely described in Exhibit A attached hereto and by this reference made a part hereof (the "Release Parcel").

C. By that certain Third Amendment to First Amended and Restated Loan and Security Agreement of even date herewith, Bank has consented to the subdivision of the Collateral and the sale of the Release Parcel.

D. Bank has agreed to release the lien of the Mortgage over and to the Release Parcel to the extent set forth herein.

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NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Bank and Borrower, intending to be legally bound, agree as follows:

1. Bank does hereby REMISE and RELEASE all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by the Mortgage, but only as to that portion of the Collateral that is described in Exhibit A attached hereto and made a part hereof and referred to herein as the Release Parcel, such land being commonly known as 7120 Laramie Avenue, Skokie, Illinois, together with all the appurtenances and privileges thereunto belonging or appertaining.

2. Except as specifically modified by this Amendment, the Mortgage shall continue in full force and effect. Borrower reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with Lender pursuant to the Mortgage and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as provided in this Amendment, affected in any manner whatsoever. Borrower expressly agrees and confirms that all indebtedness and other obligations due to Bank and secured by the Mortgage remains due and owing.

This Amendment is executed as of the day and year first above written.

Hebrew Theological College, an Illinois not-for-profit corporation

By: *Jevold Benberg*
Its: Chancellor

JPMorgan Chase Bank, N.A.

By: _____
Its: _____

PROBATE CLERK'S OFFICE
COOK COUNTY

UNOFFICIAL COPY

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This Amendment is executed as of the day and year first above written.

Hebrew Theological College, an Illinois not-for-profit corporation

By: _____
Its: _____

JPMorgan Chase Bank, N.A.

By: Ali Dahan
Its: Assistant Vice President

PROPOSED OF COOK COUNTY CLERK'S OFFICE

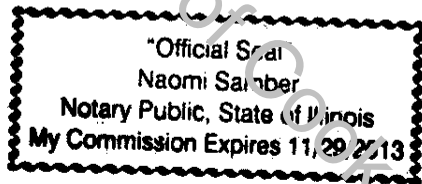
UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF)
) ss.
COUNTY OF)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerald Isenberg, personally known to me to be the Chancellor of Hebrew Theological College, an Illinois not-for-profit corporation, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of February, 2012



Naomi Samber
Notary Public

STATE OF)
) ss.
COUNTY OF)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of JPMorgan Chase Bank, N.A., appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Hebrew Theological College, an Illinois not-for-profit corporation, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that ALVISPIN DESANTIS, personally known to me to be the ASST. VP of JPMorgan Chase Bank, N.A., appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of FEBRUARY, 2012.

Francine Webb

Notary Public



UNOFFICIAL COPY

EXHIBIT A

DESCRIPTION OF THE RELEASE PARCEL

Lot 1 of Hebrew Theological College Subdivision of part of Lots 15 and 16 in County Clerk's Division of fractional Section 33, Township 41 North Range 13, East of the Third Principal Meridian, according to the plat thereof recorded January 29, 1986 as Document 86040066 in Cook County, Illinois.

Also:

That part of Lots 15 and 16 lying East of Center Line of Carpenter Road (except the West 50 feet thereof) in County Clerk's Division of fractional Section 33 Township 41 North Range 13, East of the Third Principal Meridian, (except thereof that part lying West of a line 69.00 feet West of the West line of Hebrew Theological College Subdivision of part of Lots 15 and 16 in County Clerk's Division of Fractional Section 33, Township 41 North Range 13, East of the Third Principal Meridian, according to the plat thereof recorded January 29, 1986 as Document 86040066) in Cook County, Illinois.

Which is also known as:

Lot 1 in Hillel Torah subdivision of part of the East half of the Northwest Quarter of Section 33, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 7120 Laramie Avenue, Skokie, Illinois.

Tax Parcel Numbers: 10-33-101-031-0000
10-33-101-033-0000
10-33-101-043-0000
10-33-101-044-0000
(the above Numbers cover the Premises and other land)