WHEN RECORDED RETURN TO:

ROTARY INTERNATIONAL Assistant General Counsel Office of the General Counsel One Rotary Center 1560 Sherman Ave. Evanston, IL 60201 USA

Permaner, T₂x Index Number: 25-18-308-023-0000

Property Address

10856 S. Longwood Drive. Chicago, Illinois 60643



Doc# 2229822007 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/25/2022 10:06 AM PG: 1 OF 7

This space reserved for Recorder's use only.

SECOND AMENDMENT TO MORTGAGE

THIS SECOND AMENDMENT TO MORTAGE ('ne "Second Amendment") dated as of June 30, 2022 by and between The Paul and Jean Harris' Home Foundation ("Borrower"), and Rotary International ("Lender").

WITNESSETH:

WHEREAS, the Borrower and Lender executed a Mortgage Note dated April 23, 2014 ("Note") whereby Lender disbursed a loan in the amount of US\$500,000 (the "Loan") to Borrower in six payments from September 2018 thru March 2019;

WHEREAS, the the Note is secured by a Mortgage dated April 23, 2014 (the "Mortgage") and First Amendment to Mortgage ("First Amendment") executed on September 4, 2018 encumbering the property docated 10856 S. Longwood Drive, Chicago, Illinois 60643 (the "Property"); and Lender is the legal owner of that Mortgage; Mat 1414745033

WHEREAS, the Outstanding Principal Balance (as defined in the Note) and accrued and unpaid interest thereon was due and payable pursuant to the Note on June 30, 2022 and the Outstanding Principal Balance and accrued and unpaid interest thereon has not been paid has not been paid in full by the Borrower as of the date hereof;

WHEREAS, the Borrower and Lender have agreed to further modify and extend the Loan through the Second Amendment to Mortgage Note and Agreement, of even date herewith; and

WHEREAS, Borrower has agreed to amend the Mortgage as set forth in this Second Amendment to

Mortgage ("Second Amendment) to amend the Mortgage.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- 1. The foregoing recitals are hereby incorporated by this reference into this Second Amendment.
- 2. All definitions or terms used herein shall have the meanings ascribed to them in the Mortgage and First Amendment to the Mortgage, unless otherwise defined herein. Any reference to the Mortgage shall hereinafter mean the Mortgage as amended by the First Amendment to Mortgage and this Second Amendment to Mortgage.
- 3. Any reference to the Note and Agreement herein shall mean the Note and Agreement as amended by the First Amandment to Mortgage Note and Agreement, which will be executed contemporaneously with this Second Amendment to Mortgage.
- 4. Lender and Borrower executed the Partial Release of Mortgage for the Additional Property on May 28, 2021, releasing the property located at 10864 S. Longwood Drive, Chicago, Illinois 60643 (PIN: 25-18-308-024-0000) on June 4, 202 (the "Released Property"). All references to the defined term "Property" in the Mortgage (and a amended) shall no longer include "Additional Property," which was defined in the First Amendment to Mortgage or Released Property. All terms and/or amendments referencing the Additional Property in the First Amendment are hereby deleted.
- 5. The Borrower hereby restates that Borrower's obligations under the Mortgage, as amended hereby, are secured by, among other things, all the consternal described in the Mortgage.
 - 6. Point 5 of the First Amendment is stricken in its entirety:

To secure to Lender the repayment of the indebted less evidenced by the Note, with interest thereon, the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith and the performance of the companies and agreements contained herein and in the Mortgage and also in consideration of \$10.0%, the receipt and sufficiency whereof is acknowledged, Borrower does hereby convey, grant, mo tgage and warrant to Lender the Additional Property described on Exhibit "A", and the parties agree that the Mortgage shall be deemed amended to spread the lien of the existing Mortgage to the Additic aal Property such that the Loan shall be secured by the Mortgage, as amended hereby, and shall comercer the Property and Additional Property. The parties agree that the Mortgage as amended hereb friall secure the Loan and the Property and Additional Property, together with all buildings, structures, improvements, tenements, fixtures, easements, mineral, oil and gas rights, work rights, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys adjoining the Property and Additional Property, any land or vaults lying within any street, thoroughfare, or alley adjoining the Property and Additional Property, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, all leasehold estates and all rents, issues, and profits thereof, for so long and during all such times as Lender, its successors and assigns may be entitled thereto, all the estate, interest, right, title or other claim or demand which Lender now has or may hereafter have or acquire with respect to: (i) proceeds of insurance in effect with respect to the Property and Additional Property or any improvements thereon; and (ii) any and all awards, claims for damages, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the

Property and Additional Property or any improvements thereon, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards") (which are pledged primarily and on a parity with Property and Additional Property and not secondarily), and all apparatus, equipment or articles now or hereafter located thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled); and ventilation, and any other apparatus, equipment or articles used or useful in the operation of the property including all additions, substitutions and replacements thereof.

7. Exhibit A of the First Amendment is stricken in its entirety:

Exhibit A

THE SOUTH-100 FEET OF LOT 5 IN BLOCK 'O' IN THE RE SUBDIVISION OF THE DEUF, ISLAND LAND AND BUILDING COMPANY OF CERTAIN LOTS AND BLOCKS IN MORGAN PARK, WASHINGTON HEIGHTS, IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERICIAN, IN COOK COUNTY, ILLINOIS

which currently has the add ess of 10864-S. Longwood Drive, Chicago, Illinois 60643 and a PIN of 25-18-308-024 0000.

- 8. Section 17. Sale of Note is amended as follows:
 - 17. Sale of Note. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times with thirty (30) days written notice without prior notice to Borrower.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this section. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 18 and the notice of acceleration given to Borrower pursuant to Section 16 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

9. Nothing herein contained shall impair the Mortgage in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Lender, it being the intention of the parties hereto that the terms and provisions of the Mortgage (as amended) shall continue in full force and effect except as expressly modified in connection herewith. Borrower hereby waives any and all claims or any kind or nature whatsoever that Borrower has or may have against Lender.

- 10. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Second Amendment shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.
- 11. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, County of Cook.
- 12. This Second Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

RL.

COOK COUNTY CLOTH'S OFFICE

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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWER:

The Paul And Jean Harris' Home Foundation

Name/Title: Cheryl Mc Intyry President

Its Duly Authorized Signatory

STATE OF Illinois Oss.

I, Lori A. Mangiaracinethe under igned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY, that Chery H. They re, the duly authorized signatory for THE PAUL AND JEAN HARRIS' HOME FOUNDATION and pursuant to authority granted to such person in the organizational docume as of such Foundation, and 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 as such he signed and delivered the said instrument, pursuant to authority given by the organizational documents of such Fou idation, as his/her free and voluntary act, and as the free and voluntary act and deed of said Foundation, for the eses and purposes therein set forth.

Given under my hand and Notarial Seal, this 2/ day of

Notary Public

My Commission Expires:

OFFICIAL SEAL LORI A MANGIARACINA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/27/23

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LENDER:

Rotary International

Name/Title: Julie Burke/CFO

Its Duly Authorized Signatory

STATE OF JULY)) ss COUNTY OF COOK)

I, Ballow the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY, that John the Good of ROTARY INTERNATIONAL and personally known to me to be the same person whose name is subscribed to the foregoing instrument, an peared before me this day in person and acknowledged that as such he signed and delivered the said instrument, pursuant to authority given by the organizational documents of such entity, as his/her free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this May of Sep., 2022.

My Commission Expires: 1/35/34

OFFICIAL SEAL
BETH B WOLLAR
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/25/24

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UNOFFICIAL COPY

THE NORTH 50 FEET OF LOT 5 AND THE EAST 50 FEET OF THE NORTH 50 FEET OF LOT 6 IN BLOCK "O" OF THE RESUBDIVISION BY BLUE ISLAND LAND AND BUILDING COMPANY OF CERTAIN LOTS AND BLOCKS IN MORGAN PARK WASHINGTON HEIGHTS, A MAP WHEROF WAS RECORDED JANUARY 15, 1873 IN BOOK 3 OF PLATS PAGES 71 AND 77 IN COOK COUNTY, ILLINOIS

which currently has the address of 10856 S. Longwood, Chicago, Illinois 60643 and a pin of PIN: 25-18-308-023-000.

