

# UNOFFICIAL COPY



THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:

Levenfeld Pearlstein, LLC  
120 S. Riverside Plaza, Suite 1800  
Chicago, Illinois 60606  
Attn: Keith A. Ross, Esq.

Doc# 2331357023 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/09/2023 12:26 PM PG: 1 OF 6

## FIRST AMENDMENT TO PRESERVATION EASEMENT

THIS FIRST AMENDMENT TO PRESERVATION EASEMENT ("First Amendment") is made as of the ~~20th~~ day of March, 2023, by and between JEFFREY W. MICKEY and ANNETTE M. REHMKE (collectively, "Grantor") and LANDMARKS PRESERVATION COUNCIL OF ILLINOIS, an Illinois not-for-profit corporation ("Grantee").

### RECITALS:

A. Grantor previously executed and delivered to Grantee a Preservation Easement dated December 23, 2004, recorded on December 23, 2004 with the Cook County Recorder document number 0435803127 (the "Easement") wherein Grantor granted and conveyed to Grantee an easement for the purpose of preserving the Protected Elements (as defined in the Easement) of the building located at 1227 Maple Avenue, Evanston, Illinois, as more particularly described in the Easement and located on the real property legally described in Exhibit A ("Real Property"). The Real Property and the building are hereinafter collectively referred to as the "Premises";

B. Pursuant to Section 19 of the Easement, upon full execution thereof, Grantee became vested with a real property interest in the Premises and said interest had a stipulated fair market value as determined in the Qualified Appraisal and equal to the ratio between the fair market value of the Easement and the fair market value of the Premises prior to considering the impact of the Easement and expressed as a percentage ("Preservation Easement Percentage"); and

C. Grantor and Grantee now agree to amend the terms of the Easement as more particularly set forth herein.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the facts set forth hereinabove and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals; Defined Terms; Conflict. The Recitals set forth above are incorporated herein by reference. Any capitalized terms not defined in this First Amendment shall have the meanings assigned to such term in the Easement. In the event of a conflict between the terms of the Easement and this First Amendment, the terms of this First Amendment shall control.

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2. **Stipulated Value of Grantee's Interest.** In accordance with Section 19 of the Easement, Grantor and Grantee hereby agree that the Preservation Easement Percentage shall be equal to nine and one-half percent (9.5%).

3. **Miscellaneous.**

(a) This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) Each of the parties to this First Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this First Amendment, and recognizes that it is executing and delivering this First Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this First Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Grantor and Grantee each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Easement or this First Amendment, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Grantor and Grantee; and that all such prior understandings, agreements and representations are hereby modified as set forth in the Easement and this First Amendment. Except as expressly modified hereby, the terms of the Easement are and remain unmodified and in full force and effect.

(d) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(e) Grantee's entering into this First Amendment shall in no event be construed as Grantee's consent to any further amendment to the Easement nor shall it serve to waive any right or remedy that Grantee is entitled to under the Easement for a default or breach thereunder by Grantor, whether arising prior to or after the date of this First Amendment.

(f) The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

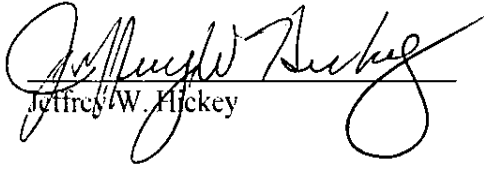
(g) This First Amendment may be executed in one or more counterparts, all of which, when taken together, shall constitute one original agreement.


**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.


**GRANTOR:**

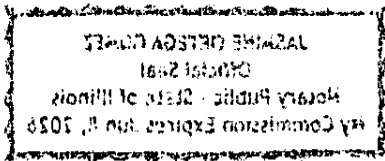
  
Jeffrey W. Hickey

  
Annette M. Rehnke

**GRANTEE:**

**LANDMARKS PRESERVATION  
COUNCIL OF ILLINOIS**, an Illinois not-for-profit corporation

By:   
Name: Bonnie McDonald  
Title: President



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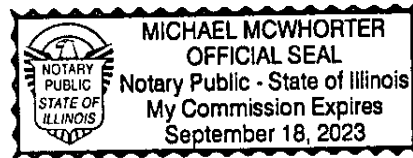
STATE OF IL )  
 ) SS  
COUNTY OF Cook )

I Michael McWhorter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey W. Hickey and Annette M. Rehmke are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of April, 2023.

Michael McWhorter  
Notary Public

My Commission Expires: 9/18/23



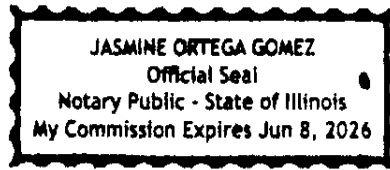
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I Jasmine Ortega Gomez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bonnie McDonald, the President of Landmarks Preservation Council of Illinois, an Illinois not-for-profit corporation, is 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 she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of October, 2023.

Jasmine Ortega Gomez  
Notary Public

My Commission Expires: 06/08/2026



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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

LOT 19 IN BLOCK 2 IN O. HUSE'S ADDITION TO EVANSTON, IN THE WEST HALF OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 11-19-103-005-0000

COMMON ADDRESS: 1227 MAPLE AVENUE, EVANSTON, ILLINOIS

Property of Cook County Clerk's Office

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## Consent of Lienholder

MIN: 100853704005186807

MERS PHONE: 1-888-679-6377

Mortgage Electronic Registration Systems, Inc., as nominee for Loandepot.com, LLC, its successors and assigns, P. O. Box 2026, Flint, MI 48501-2026, the holder of a mortgage executed by Jeffery W Hickey and Annette M Rehmke Husband and Wife, as Tenants by the entirety, in the amount of \$230,634.00, whose property address is 1227 Maple Ave, Evanston, IL 60202 dated 10/21/2020 and recorded 03/05/2021 as Doc # 2106425017 in Cook County, IL, which encumbers the property described above, hereby consents to Grantor and Grantee entering into the First Amendment to which this joinder and consent is attached and Lender subordinates its Mortgage to the rights of Grantee to enforce the purposes of the Easement as modified by the First Amendment. Nothing contained in this joinder and consent or in the Easement (as modified by the First Amendment) shall be construed to give Lender the right to extinguish the Easement by taking title to the Premises by foreclosure or otherwise.



MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE

By: *Donna Acree*

Print Name: Donna Acree  
Its: Assistant Secretary

State of Louisiana }  
Parish of Ouachita } SS.

On 10/04/2023, 2023, before me appeared Donna Acree to me personally known, who did say she is the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as mortgagee, and that the instrument was signed on behalf of the corporation, by authority from its board of directors, and that she acknowledged the instrument to be free act and deed of the corporation.

*Ira D Brown*  
Ira D Brown

Notary Public

**IRA D. BROWN**  
**Ouachita Parish, Louisiana**  
**LIFETIME COMMISSION**  
**NOTARY ID # 16206**

LA Notary ID # 16206  
LIFETIME COMMISSION