

UNOFFICIAL COPY

92917070

SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage ("Amendment"), dated as of the 18th day of November, 1992, is entered into by and between THE NEWBERRY LIBRARY (the "Mortgagee"), and CHARLES T. CULLEN and SHIRLEY H. CULLEN (collectively, the "Mortgagor").

W I T N E S S E T H :

DEPT-01 RECORDING \$33.00
14444 TRAM 3151 12/22/92 1510400
\$4000 1 12-22-92 17070
COOK COUNTY RECORDER

WHEREAS, Mortgagee made a loan (the "Loan") to Mortgagor in the principal amount of Three Hundred Twelve Thousand and No/100 Dollars (\$312,000.00), evidenced by an Installment Note dated August 4, 1986 which Installment Note heretofore has been amended by that certain First Amendment to Installment Note dated January 4, 1988 (as the same has been amended, the "Note"); and

WHEREAS, as security for the Loan, Mortgagor executed a certain Mortgage dated August 4, 1986, and recorded in the Office of the Recorder of Cook County, Illinois on August 5, 1986, as Document No. 86336224 which Mortgage heretofore has been amended by that certain First Amendment to Mortgage dated January 4, 1988 and recorded in the Office of the Recorder of Cook County, Illinois on February 16, 1988, as Document No. 88066595 (as the same has been amended and hereafter may be amended, modified, restated or extended, the "Mortgage") encumbering the property

92917070

3350
/RZ

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

described in Exhibit A attached hereto and made a part hereof (the "Mortgaged Property");

WHEREAS, the current outstanding principal balance of the Loan is Three Hundred Thousand Five Hundred Forty and 83/100 Dollars (\$300,540.83);

WHEREAS, Mortgagor desires to borrow from Mortgagee, and Mortgagee has agreed to loan to Mortgagor, an additional amount of Twenty-five Thousand and No/100 Dollars (\$25,000.00);

WHEREAS, the Note has been amended by a Second Amendment to Installment Note of even date herewith executed by Mortgagor and Mortgagee increasing the maximum principal amount of the Loan to Three Hundred Twenty-five Thousand Five Hundred Forty and 83/100 Dollars (\$325,540.83) and changing the payment schedule (the Note, as so amended, is hereinafter referred to as the "Amended Note"); and

WHEREAS, Mortgagee and Mortgagor have agreed to amend the Mortgage to reflect the increased maximum principal amount of the Loan and of the Amended Note as aforesaid and to evidence Mortgagee's continuing mortgage and security interest in the Mortgaged Property in accordance with the terms and provisions of the Mortgage, except as amended hereby;

CLERK'S OFFICE
COOK COUNTY

UNOFFICIAL COPY

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. All references to the Note contained in the Mortgage shall mean and refer to the Amended Note.

2. The Mortgage secures the Amended Note in the increased principal amount of Three Hundred Twenty-five Thousand Five Hundred Forty and 83/100 Dollars (\$325,540.83).

3. The Mortgage is hereby ratified and confirmed and is and shall remain in full force and effect.

[Remainder of Page is intentionally left blank]

0/001675

UNOFFICIAL COPY

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

MORTGAGEE:

THE NEWBERRY LIBRARY


By: *Charles C. Haffner*

Its: Chairman of Board of Trustees
CHARLES C. HAFFNER

MORTGAGOR:

Charles T. Cullen
Charles T. Cullen

Shirley H. Cullen
Shirley H. Cullen



This document prepared by and
after recording should be
returned to:

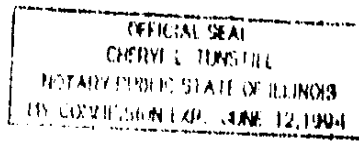
Stanley B. Stallworth
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CHARLES T. CULLEN and SHIRLEY H. CULLEN, 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 20th day of November, 1992.

Cheryl L. Tomstull
Notary Public

My Commission expires:

June 12, 1994

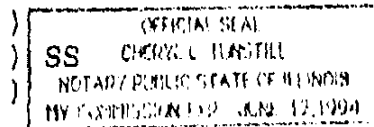
Notary of Cook County Clerk's Office

5791000

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CHARLES C. HAFFNER, personally known to me to be the Chairman of the Board of Trustees of THE NEWBERRY LIBRARY, appeared before me this day in person and acknowledged that, as such Chairman, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such Board of Trustees, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of November, 1992.

Cheryl L. Hanstill
Notary Public

My Commission expires:

June 12, 1994

Property of Cook County Clerk's Office

66016225

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A

Legal Description

That part of Lot 12 in Knox's Resubdivision of Block 6 in Gibb's Ladd and George's Addition to Evanston in the North East 1/4 of Section 19, Township 41 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at a point in the West Line of Lot 12, 337.35 Feet Southeastly from the North West Corner of said Lot; thence East parallel with the North Line of said Lot, 183 Feet to the Center Line of Edgemere Court; thence Southeastly parallel with the West Line of said Lot 12, 85.65 Feet; thence West parallel with the North Line of said Lot 12, 183 Feet to the West Line of said Lot 12 and thence Northwestly 85.65 Feet to the Point of Beginning in Cook County, Illinois.

Address: 920 Edgemere Court, Evanston, Illinois

Permanent Index No.: 11-19-225-018-0000

UNOFFICIAL COPY

Property of Cook County Clerk's Office