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MORTGAGE AMENDMENT AGREEMENT

THIS MORTGAGE AMENDMENT AGREEMENT is dated as of the 4th day of April, 1994, by and between 62ND STREET PHASE II LIMITED PARTNERSHIP, organized and existing under the laws of the State of Illinois ("Borrower"), with a mailing address of c/o Neighborhood Reinvestment Resources, Suite 2900, One East Wacker Drive, Chicago, Illinois 60601, and WEST WOODLAWN PHASE II LIMITED PARTNERSHIP, an Illinois Limited Partnership ("Mortgagee"), with a mailing address of c/o Neighborhood Reinvestment Resources, Suite 2900, One East Wacker Drive, Chicago, Illinois 60601.

RECITALS:

A. Borrower and Mortgagee are parties to a Loan Agreement and Financing Services Contract dated June 29, 1993 ("Loan Agreement"), pursuant to which Mortgagee agreed to lend to Borrower an amount not to exceed Four Fifty Hundred Thousand Dollars (\$450,000.00) subject to the terms and conditions of the Loan Agreement (the "Loan"). The proceeds of the Loan are to be used by Borrower to pay for certain costs to acquire certain parcels of real estate located in Chicago, Illinois, all as more fully described in the Loan Agreement.

B. The Loan Agreement provides that proceeds of the Loan will be disbursed to Borrower only to acquire those parcels of real estate.

C. The Loan and certain other obligations of Borrower were secured by:

(a) a certain Mortgage (the "Mortgage") as of November 22, 1993 by Borrower in favor of Mortgagee, which was recorded in the Office of the Recorder of Deeds, Cook County, Illinois ("Recorder") on December 3, 1993 as document number 93-991213 which encumbered that parcel of real estate legally described in Exhibit A to the Mortgage, acquired by Borrower;

(b) Borrower has now acquired title to an additional parcel of real estate and the parties hereto desire to amend the Mortgage to subject this additional parcel of real estate to the lien of the Mortgage.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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1994 APR 04 10:00 AM

129.50

1994 APR 04 10:00 AM

1994 APR 04 10:00 AM

1994 APR 04 10:00 AM

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1. The real estate legally described in the Exhibit "A" to the Mortgage, is hereby amended to read as set forth in Exhibit "A" attached to this Mortgage Amendment.

2. Except as expressly provided herein, the Mortgage, remains in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the 4th day of April, 1994.

BORROWER:

62ND STREET PHASE II JOINT VENTURE

By: Neighborhood Reinvestment Resources
One East Wacker Drive
Suite 2900
Chicago, Illinois 60601

By: Jacqueline Cook
Name: Jacqueline Cook
Title: Secretary Vice President

LENDER:

WEST WOODLAWN PHASE II LIMITED PARTNERSHIP, an Illinois Limited Partnership

By: Neighborhood Reinvestment Resources,
its sole general partner

By: Jacqueline Cook
Name: Jacqueline Cook
Title: Secretary Vice President

RP0030J.NAR
June 29, 1993

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EXHIBIT A

Legal Description:

Sub-Division Name : WASHINGTON PARK CLUB RESUR BK 11-12

6201 S Rhodes

60637

* Legal : RESUR OF BKS 11 & 12 IN RESUR OF WASH- TNGTON PARK CLUB ADD (SEE P) REC DATE: 02/24/1908 DOC NO: 04332711

ST-TN-RG	BLOCK	PT	LOT
15-38-14	000000A		0000001
15-38-14	000000A		0000002

(OK) NK

20-15-419-001-0000 Vol 257

GESS, Vernon
6201 S Rhodes
Chicago, IL 60637

PARCEL TWO

20-15-419-005

(OK) NK

*2 LOTS 18 TO 20 IN BLOCK 3 IN RESUBDIVISION OF BLOCKS 11 AND 12 IN RESUBDIVISION OF WASHINGTON PARK CLUB ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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