

# UNOFFICIAL COPY

95900479

This instrument was prepared by:  
John P. Best  
The Board of Pensions  
of The United Methodist Church  
1201 Davis Street  
Evanston, Illinois 60201

After recording please return to:  
James M. Crowley  
Rock, Fusco, Reynolds, Crowe & Garvey, Ltd.  
350 North LaSalle Street, Suite 900  
Chicago, Illinois 60610

DEPT-01 RECORDING \$29.00  
T#0012 TRAN 8400 12/28/95 09:07:00  
#7871 # DT \*-95-900479  
COOK COUNTY RECORDER

## AMENDMENT OF MORTGAGE AND ASSIGNMENT OF MORTGAGE

The Board of Pensions of The United Methodist Church, Incorporated in Illinois, as Mortgagee ("Mortgagee") and Clarence Dewey Howell and Deborah Dickson Howell as Mortgagor ("Mortgagor") do hereby amend a certain mortgage dated December 22, 1994, and recorded in the Recorder's office of Cook County, Illinois on December 28, 1994, as Document No. 04074053 ("Mortgage") covering premises therein described, which premises are more particularly described on Exhibit A attached hereto and hereby made a part hereof.

### A. AMENDMENT OF MORTGAGE.

1. The Mortgage Rider dated December 22, 1994, attached to and forming a part of the Mortgage, is hereby cancelled and deleted from the Mortgage in its entirety.
2. The "maturity date" of the Note ("Note") secured by the Mortgage is, concurrently herewith, being changed from December 31, 2004 to January 1, 2025, pursuant to that certain Note Amendment (as defined below). Any references in the Mortgage to such "maturity date" shall mean and refer to the "maturity date" as amended by the Note Amendment.
3. When used herein and in the Mortgage, the term Note shall mean and refer to the Note as amended by that certain Amendment to Note dated of even date herewith by and between the Mortgagee, as the "Lender" thereunder, and the Mortgagor, as the "Borrower" thereunder ("Note Amendment").
4. Except to the extent specifically modified by the terms and provisions of this Amendment to Mortgage, all of the terms and provisions of the Mortgage, as amended hereby, shall remain in full force and effect, and the parties hereto hereby ratify and confirm the terms and provisions of the Mortgage, as hereby amended.

BOX 333-CTI

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A 005326 873866

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Mortgage as of the 7<sup>th</sup> day of December, 1995.

**BORROWER:**

Clarence Dewey Howell  
Clarence Dewey Howell

Deborah Blackmon Howell  
Deborah Blackmon Howell

STATE OF ILLINOIS )  
County of Cook ) SS

The undersigned, a Notary Public in and for said county and state, does hereby certify that Clarence Dewey Howell, 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 he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7<sup>th</sup> of December, 1995.

My Commission Expires:

Elise M. Diercke  
Notary Public

STATE OF ILLINOIS )  
County of Cook ) SS

The undersigned, a Notary Public in and for said county and state, does hereby certify that Deborah Blackmon Howell, 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 the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7<sup>th</sup> of December, 1995.

My Commission Expires:

Elise M. Diercke  
Notary Public

**LENDER:**

The Board of Pensions of The United Methodist Church, Incorporated in Illinois

By: John P. Best  
John P. Best  
Its Associate General Counsel

By: Cheryl L. Haack  
Cheryl L. Haack  
Its Assistant General Counsel

STATE OF ILLINOIS )  
County of Cook ) SS

The undersigned, a Notary Public in and for said county and state, does hereby certify that John P. Best, Associate General Counsel of The Board of Pensions of The United Methodist Church, Incorporated in Illinois, and Cheryl L. Haack, its Assistant General Counsel, personally known to me to be the same persons whose names

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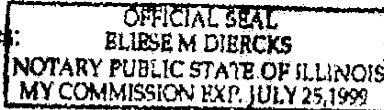


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are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, being first duly authorized by said corporation, they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14<sup>th</sup> day of December, 1995.

My Commission Expires:



Elise M. Diercks  
Notary Public

## B. ASSIGNMENT OF MORTGAGE ("ASSIGNMENT")

KNOW ALL PEOPLE BY THESE PRESENTS, that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to that certain Mortgage and Loan Servicing Purchase and Sale Agreement dated as of December 14, 1995 ("Purchase Agreement") by and among THE BOARD OF PENSIONS OF THE UNITED METHODIST CHURCH, INCORPORATED IN ILLINOIS (herein "Assignor") and THE BOARD OF PENSIONS OF THE UNITED METHODIST CHURCH, INCORPORATED IN MISSOURI collectively as the "Seller" thereunder, and LIBERTY FEDERAL SAVINGS BANK, a federal savings bank, having an address at 5700 North Lincoln Avenue, Chicago, Illinois, 60659, as "Purchaser" thereunder and "Assignee" hereunder, Assignor has agreed to sell, assign, convey and transfer unto Assignee, and by this Assignment does hereby sell, assign, convey and transfer unto Assignee, all right, title, interest, duties, liabilities and obligations of Assignor in, to and under the Mortgage, as defined hereinabove, and the Servicing (as defined in the Purchase Agreement), subject to the terms, conditions, representations and warranties set forth in the Purchase Agreement.

Assignee hereby accepts this Assignment and assumes and agrees to perform all of the duties, liabilities and obligations of the Assignor under the Mortgage and Servicing (subject to the terms, conditions, representations and warranties set forth in the Purchase Agreement) which first arise, accrue, occur or are to be performed by Assignee from and after the Sale Date or Transfer Date (as defined in the Purchase Agreement), as applicable.

This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, subject to the terms and provisions of the Purchase Agreement. This Assignment and the provisions hereof are solely for the benefit of the parties hereto and their respective successors and assigns, subject to the terms and provisions of the Purchase Agreement, and not any other person or entity. Without limiting the generality of the foregoing, no other person shall be deemed to be a third party beneficiary hereof or shall have any right or remedy hereunder or with respect to any provision hereof.

This Assignment is delivered pursuant to the Purchase Agreement and is subject to the terms, provisions and conditions of the Purchase Agreement. No representations or warranties, express or implied, are made by Assignor hereunder, except as specifically set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of this 14 day of December, 1995.

### ASSIGNOR:

The Board of Pensions of The United Methodist Church, Incorporated in Illinois

By: John P. Best  
John P. Best  
Its Associate General Counsel

By: Cheryl L. Haack  
Cheryl L. Haack  
Its Assistant General Counsel

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STATE OF ILLINOIS )  
 ) SS  
County of Cook )

The undersigned, a Notary Public in and for said county and state, does hereby certify that John P. Best, Associate General Counsel of The Board of Pensions of The United Methodist Church, Incorporated in Illinois, and Cheryl L. Haack, its Assistant General Counsel, 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, being first duly authorized by said corporation, they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of December, 1995.

My Commission expires: OFFICIAL SEAL  
ELIESE M DIERCKS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 25, 1999

Eliese M. Diercks  
Notary Public

Liberty Federal Savings Bank, a federal savings bank

By: Jens A. Jensen  
Jens A. Jensen  
its Vice President

STATE OF ILLINOIS )  
 ) SS  
County of Cook )

The undersigned, a Notary Public in and for said county and state, does hereby certify that Jens A. Jensen, Vice President of Liberty Federal Savings Bank, 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, having first been duly authorized by said bank, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of Liberty Federal Savings Bank in its capacity as Assignee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of December, 1995.

My Commission Expires: OFFICIAL SEAL  
ELIESE M DIERCKS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 25, 1999

Eliese M. Diercks  
Notary Public

When recorded, please return to: James M. Crowley  
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350 N. LaSalle Street, Suite 900  
Chicago, Illinois 60610

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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

Common Address: 2300 Sherman Avenue, Unit 3D, Evanston, Illinois 60201

PIN(s): 11-07-115-023-1011

UNIT 3-"D" AS DELINEATED IN SURVEYS OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOT "A" IN CONSOLIDATION OF LOTS 12, 13 AND 14 IN BLOCK 3 IN OWNERS RESUBDIVISION OF BLOCKS 2, 5 AND 6 IN ORRINGTON ADDITION TO EVANSTON IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 20 FEET TAKEN FOR STREET) IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NUMBER 36782 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 21615332, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEYS) ALSO TOGETHER WITH AN EXCLUSIVE EASEMENT FOR PARKING PURPOSES IN AND TO PARKING SPACE NUMBER "P"-7, AS DEFINED AND DELINEATED ON SAID DECLARATION AND SURVEYS IN COOK COUNTY, ILLINOIS.

Clerk's Office

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