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95293032

AMENDMENT NO. 1

PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT

This Amendment No. 1 Purchase Money Mortgage And Security Agreement ("Agreement") effective February 7, 1995, by and between WALTER B. COOKE, INC., a New York corporation ("Mortgagor") and MATTHEW J. LAMB, an individual residing in Chicago, Cook County, Illinois ("Mortgagee");

The tax assessed does not charge with the recording of the instrument
 WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee a promissory note (the "Note") dated February 7, 1992, in the original principal amount of \$1,810,000.00, bearing interest at the rate of eight and one half (8.5%) percent per annum, payable in annual installments as therein provided with the final payment of all unpaid principal and interest owing thereon being due and payable on February 7, 2002; and

WHEREAS, as of the effective date of this Agreement the unpaid balance owing on the Note including principal plus all earned and unpaid interest is \$1,668,657.87 and

*29.17
 96.00
 55.00*

THIS DOCUMENT PREPARED BY AND
 AFTER RECORDING RETURN TO:

Ray A. Gipson
 1929 Allen Parkway
 Houston, Texas 77019

COMMON PROPERTY ADDRESS

1035 North Dearborn
 Chicago, Illinois 60610

PERMANENT INDEX NUMBERS:

17-04-424-001
 17-04-424-002
 17-04-424-003

17-04-424-004 DEPT-01 RECORDING \$29.00
 17-04-424-005 DEPT-02 TRAN 2923 05/03/95 10:00:00
 \$5440 = JPI * -95-293032
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$26.00

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BOX 333-CT1

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WHEREAS, payment of the Note is secured by a Purchase Money Mortgage and Security Agreement of even date therewith executed by Mortgagor in favor of Mortgagee covering certain real estate which real estate is described in Exhibit A attached hereto and incorporated herein, as well as other collateral described therein, such Mortgage having been recorded on February 7, 1992 in Cook County, Illinois as document number 92082296; and

WHEREAS, pursuant to a Promissory Note Modification Agreement of even date with this Agreement, the payment terms of the Note have been altered and extended; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to reflect and set out the change in the Note,

NOW, THEREFORE, in consideration of the premises, Mortgagor and Mortgagee hereby agree as follows:

1. The Mortgage is hereby modified so that the second paragraph on the first page of the Mortgage shall be and read as follows:

"That, Whereas, as of February 7, 1995, the Mortgagor is justly indebted to the Mortgagee in the amount of One Million, Six Hundred Sixty Eight Thousand, Six Hundred Fifty Seven and 87/100 Dollars (\$1,668,657.87) which indebtedness is evidenced by that certain Promissory Note in the original principal amount of \$1,810,000.00, dated February 7, 1992 executed by Mortgagor, as maker, in favor of Mortgagee, as holder, as amended by that certain Promissory Note Modification Agreement dated effective February 7, 1995 (which Note and Modification Agreement are sometimes herein together referred to as "Modified Note") in and by which said Modified Note Mortgagor promises to pay the principal and the interest

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that becomes due thereon in installments as therein provided with the final payment of all remaining sums owing thereon, both principal and interest, to be made on February 7, 2010."

2 All of the other terms, conditions and provisions of the Mortgage are hereby ratified and confirmed as being in full force and effect as of the effective date of this Agreement

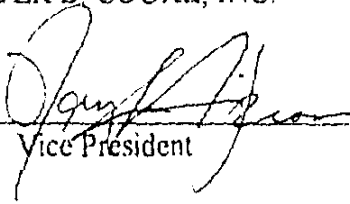
IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Amendment No. 1 Purchase Money Mortgage and Security Agreement effective the date first above written.

MORTGAGOR:

ATTEST:

WALTER B. COOKE, INC.

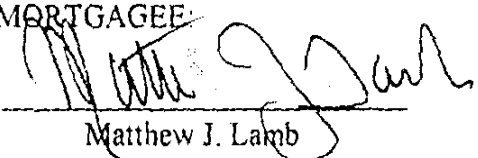
By:


Vice President


Assistant Secretary

MORTGAGEE:

(Corporate Seal)


Matthew J. Lamb

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Property of Cook County Clerk's Office

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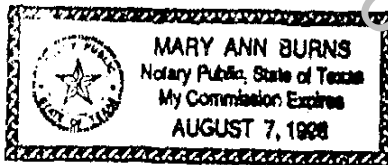
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STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, Mary Ann Burns, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ray A. Gipson, as Vice President and Judith M. Marshall, as Assistant Secretary of WALTER B. COOKE, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary of said corporation, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and said Assistant Secretary did then and there acknowledge that she, as custodian of the corporate seal of said Corporation did affix the corporate seal of said Corporation to said instrument as her own 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 notarial seal this 21st day of April, 1995.

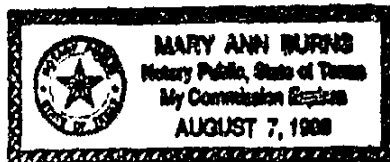


Mary Ann Burns
Notary Public

STATE OF Texas §
§
COUNTY OF Harris §

I, Mary Ann Burns, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew J. Lamb, 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 own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21th day of April, 1995.

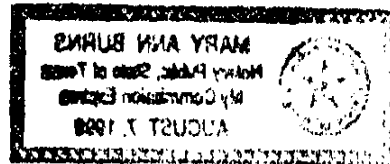
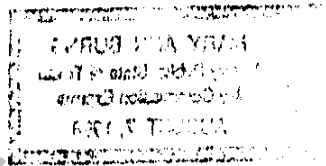


Mary Ann Burns
Notary Public

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EXHIBIT "A"

Legal Description

LOTS 1, 2, 3, 4 AND 5 OF THE SUBDIVISION OF LOT 4 IN BLOCK 16 IN BISHOP'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON PROPERTY ADDRESS: 1035 NORTH DEARBORN
CHICAGO, ILLINOIS 60610

P.L.H.#: 17-04-424-001
17-04-424-002
17-04-424-003
17-04-424-004
17-04-424-005

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2025-01-10