



**AMENDMENT TO MORTGAGE
(Illinois)**

This Amendment to Mortgage (the "**Amendment**"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "**Mortgagor**") and FIRSTSTAR BANK, N.A. (the "**Bank**") as of the date set forth on the last page of this Amendment.

RECITALS

A. The Mortgagor executed and delivered to the Bank a mortgage (the "**Mortgage**"), dated OCTOBER 30, 1998. The "Land" (defined in the Mortgage) subject to the Mortgage is described as follows (or in **Exhibit A** hereto if the description does not appear below):

LOT 8 (EXCEPT THAT PART LYING SOUTH OF A LINE 67 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 6) AND LOT 9 IN BECKERS PART OF HIGH RIDGE, BEING A SUBDIVISION OF BLOCKS 27, 28 AND LOT 4 OF BLOCK 29 OF HIGH RIDGE, IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 6002-10 N WOLCOTT, CHICAGO, IL PIN# 14-06-224-008 & 009

B. The Mortgage was recorded in the office of the County Recorder for COOK County, Illinois, on December 9, 1998, as Document No. 08118134

C. The Mortgagor has requested that the Bank permit certain modifications to the Mortgage as described below.

D. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Mortgagor and the Bank agree as follows:

1. ☐ **Change in Note/Mortgage Amount.** If checked here, the reference in the Mortgage to a note or notes dated N/A in the initial principal amount(s) of \$ N/A is hereby amended and replaced with "note(s) or amended note(s) dated N/A in the initial principal amount(s) of \$ N/A".

2. ☐ **Additional Land Mortgaged.** If checked here, the following described real estate (found in **Exhibit B** if the description does not appear below) is added to the definition and/or the description of the real property encumbered by the Mortgage so that, effective as of the date of the execution hereof, such additional real property shall be encumbered by the Mortgage in addition to the real property already encumbered thereby:

Address: _____ PIN# _____

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3. **Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date.

4. **Fees and Expenses.** The Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization.** The Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the corporate or partnership powers (as applicable) of the Mortgagor and have been duly authorized by all necessary corporate or partnership action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Dated as of: OCTOBER 15, 2000

(Individual Mortgagor)

GAST MONUMENTS, INC.

Mortgagor Name (Organization)

a ILLINOIS Corporation

By: Bert J. Gast

Name and Title: BERT J GAST
PRESIDENT

By: _____

Name and Title: _____

Printed Name: N/A

Printed Name: N/A

FIRSTSTAR BANK, N.A.

Mortgagee (Bank)

By: Jesse T. Taylor

Name and Title: JESSE T TAYLOR
ASSISTANT VICE PRESIDENT

By: _____

Name and Title: _____

[NOTARIZATION ON NEXT PAGE]

MORTGAGOR NOTARIZATION

STATE OF ILLINOISCOUNTY OF Cook

This instrument was acknowledged before me on

Oct. 15, 2000BERT J GAST

(Name(s) of person(s))

, as PRESIDENT

(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married

individual" or "a single individual")

of GAST MONUMENTS, INC.

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

"OFFICIAL SEAL"
Linda D. Fuentes
Notary Public, State of Illinois
My Commission Expires 5-24-2003

Printed Name: LINDA D. FUENTESNotary Public, State of ILLINOISMy commission expires: 5-24-2003

MORTGAGEE (BANK) NOTARIZATION

STATE OF ILLINOISCOUNTY OF Cook

This instrument was acknowledged before me on

Oct. 15, 2000JESSE T TAYLOR

(Name(s) of person(s))

, as ASSISTANT VICE PRESIDENT

(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of FIRSTAR BANK, N.A.

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

"OFFICIAL SEAL"
Linda D. Fuentes
Notary Public, State of Illinois
My Commission Expires 5-24-2003

Printed Name: LINDA D. FUENTESNotary Public, State of ILLINOISMy commission expires: 5-24-2003This instrument was drafted by: JESSE T TAYLOR

(Name)

on behalf of

After recording, return to: FIRSTAR BANK, N.A.

(Name)

COLLATERAL DEPARTMENT P. O. BOX 34870 SHKOSH, WI 54903

(Address)