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2002-11-29 15:12:34  
Cook County Recorder 28.50



**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 U.S. BANK N.A. (the "Bank") as of the date set forth below.

**RECITALS**

A. The Mortgagor (or the Mortgagor's predecessor in interest, if different from the undersigned Mortgagor) executed a mortgage (the "Mortgage"), dated APRIL 10, 2001. 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 26 IN BLOCK 4 IN VINCENT SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2140 W LYNDAL, CHICAGO, IL

PIN# 14-31-107-034-0000

B. The Mortgage was recorded in the office of the County Recorder for COOK County, Illinois, on JULY 2, 2001, as Document No. 010573540

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 phrase in the Mortgage "a note or notes dated \_\_\_\_\_ principal amount(s) of \$ \_\_\_\_\_ in the initial \_\_\_\_\_" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated \_\_\_\_\_ in the initial principal amount(s) of \$ \_\_\_\_\_".

2. **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. This does not affect maturity of the Obligations under the Loan Documents.

3. **Additional Terms.**

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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 organizational powers (as applicable) of the Mortgagor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES 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.

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of JULY 19, 2002

(Individual Mortgagor)

*Paul Mchugh*

Printed Name: PAUL MCHUGH

Printed Name: \_\_\_\_\_

Mortgagor Name (Organization) N/A

a \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: N/A

By: \_\_\_\_\_

Name and Title: N/A

**U.S. BANK N.A.**

Mortgagee (Bank)

By: \_\_\_\_\_

Name and Title: JAMES HASTEN VICE PRESIDENT

By: *James Hasten*

Name and Title: JAMES HASTEN, V.P.

[NOTARIZATION ON NEXT PAGE]

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Loan No

MORTGAGE  
(Continued)

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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK) ss

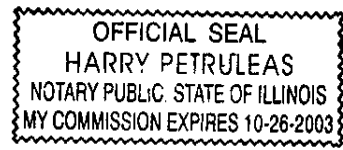
On this day before me, the undersigned Notary Public, personally appeared Douglas P. Baum, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4<sup>th</sup> day of OCTOBER, 2002

By [Signature] Residing at 400 N. MICHIGAN AVE CHICAGO, IL

Notary Public in and for the State of ILLINOIS

My commission expires 10-26-2003



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