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Cook County Recorder 28.50

AMENDMENT TO MORTGAGE  
(ILLINOIS)



0030066423

Property of Cook County Clerk's Office

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AMENDMENT TO MORTGAGE

THIS AMENDMENT TO Mortgage, made as of the 2<sup>nd</sup> day of December, 2002, by and between ERIC BAER and MARNIE BAER (collectively, "Mortgagors") and ALAN BAER and ROBERT M. LEVIN, Co-Trustees of the Baer Qualified Trust U/A December 31, 1989 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagors executed and recorded a Mortgage to Mortgagee on November 17, 2000 (the "Mortgage") for property in the County of Cook, State of Illinois, legally described as follows:

LOT 96 IN WINDHAM MANOR, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 17, AND PART OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 20, BOTH BEING IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Numbers: 04-20-208-002, 04-17-419-016

WHEREAS, Mortgagors and Mortgagee have executed a new promissory note dated December 2, 2002 for the remaining principal sum owed and have destroyed the prior note; and

WHEREAS, Mortgagors agree to amend the Mortgage to reflect that a new note has been executed and that the Mortgage is given as security on the new note.

NOW THEREFORE, in consideration of the parties' mutual agreement hereunder, the parties hereby amend the Agreement and agree to act in accordance herewith.

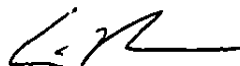
FIRST: The parties hereby agree to delete the recital paragraph on first page of the Mortgage and insert in lieu thereof as follows:


"THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Four Hundred Nineteen Thousand Six Hundred Four Dollars and Fifty-Four Cents (\$419,604.54) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest and in installments as provided in said note, with a final payment of the balance due on the 1<sup>st</sup> day of December, 2032, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at the address provided from time to time."

SECOND: The parties hereby agree that all references in the Mortgage to a note shall refer to a certain note given by Mortgagors to Mortgagee, bearing a date of December 2, 2002.

THIRD: The parties hereby reaffirm, readopt and restate the terms of the Mortgage except as herein amended.

IN WITNESS WHEREOF, the Mortgagors have caused this instrument to be duly executed as of the day and year first above written.

  
Eric Baer

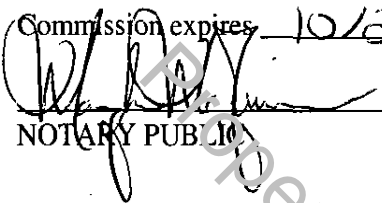
  
Marnie Baer

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **Marnie Baer** and **Eric Baer**, 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 6<sup>th</sup> day of January, 2002

Commission expires 10/28, 2004 date

  
NOTARY PUBLIC



Mail this instrument to: Margot Gordon  
Levin & Schreder, Ltd.  
126 North LaSalle Street, 38<sup>th</sup> Floor  
Chicago, Illinois 60602

Property of Cook County Clerk's Office

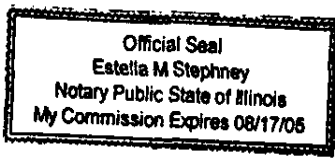
EXEMPT AND ABI TRANSFER DECLARATION STATEMENT  
REQUIRED UNDER PUBLIC ACT 87-543  
COOK COUNTY ONLY

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity to real estate under the laws of the State of Illinois.

Dated 1/10/03

Signature: Margot Gordon  
Grantor or Agent

Subscribed and sworn to before me by the said Agent this 10th Day of January, 2003.



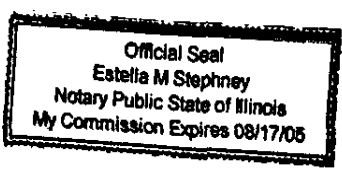
Notary Public Estelle M. Stephney

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 1/10/03

Signature: Margot Gordon  
Grantee or Agent

Subscribed and sworn to before me by the said Agent this 10th Day of January, 2003.



Notary Public Estelle M. Stephney

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)