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YX 72313



[Land Trust Form]  
AMENDMENT TO MORTGAGE  
(Illinois)



Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 07/17/2003 10:30 AM Pg: 1 of 3

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 FEBRUARY 20, 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 29 IN HARMON'S SUBDIVISION OF LOTS 345 TO 352, LOTS 354 TO 369 AND LOTS 317 AND 378, INCLUSIVE IN AUSTIN'S SUBDIVISION OF BLOCK 17 IN AUSTIN'S SECOND ADDITION TO AUSTINVILLE IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5901-5903 W RACE AVE & 516-518 N MAYFIELD AVE, CHICAGO, IL PIN# 16-08-219-031&16-08-219-032

B. The Mortgage was recorded in the office of the County Recorder for COOK County, Illinois, on MARCH 11, 1998, as Document 08194201.

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 02/20/98 principal amount(s) of \$ 225,000.00" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated 04/04/03 in the initial principal amount(s) of \$ 245,000.00".

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.**

SV  
P3  
SN  
M/A

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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. **Land Trust Exculpatory.** This instrument is executed by FIRSTAR BANK, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRSTAR BANK are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

**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 APRIL 4, 2003.

**\*U.S. Bank, N.A. fka**  
 Land Trustee Mortgagor **\*FIRSTAR BANK** (Land Trustee Address)  
 \_\_\_\_\_, as Trustee **FIRSTAR BANK**  
 under Trust Agreement dated 02/18/98  
 known as Trust No. 7066 **104 N OAK PARK AVE**  
**OAK PARK, IL 60301**

By: Mary Figiel  
 Name: Mary Figiel,  
 Title: Land Trust Officer

**U.S. BANK N.A.**  
 Mortgagee (Bank)  
 By: [Signature]  
 Name and Title: **RON COLEMAN**  
**BUSINESS BANKING OFFICER**  
 By: [Signature]  
 Name and Title: Ron Coleman Business Banking Officer

[NOTARIZATION ON NEXT PAGE]

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## MORTGAGOR NOTARIZATION

STATE OF Illinois )  
 )  
 COUNTY OF Cook )  
 )

This instrument was acknowledged before me on April 4, 2003, by Mary Figiel  
(Name(s) of person(s))

\_\_\_\_\_, as Land Trust Officer  
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")

of FIRSTAR BANK nka U.S. Bank, N.A.  
(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)



*Elizabeth Nieman*

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

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

## MORTGAGE (BANK) NOTARIZATION

STATE OF Illinois )  
 )  
 COUNTY OF Cook )  
 )

This instrument was acknowledged before me on April 29, 2003, by RON COLEMAN  
(Name(s) of person(s))

\_\_\_\_\_, as BUSINESS BANKING OFFICER  
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

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

(Notarial Seal)



*J. Stout*

Printed Name: June Stout

Notary Public, State of Illinois

My commission expires: 8/08/2004

This instrument was drafted by: RON COLEMAN  
(Name)

on behalf of \_\_\_\_\_  
 After recording, return to U.S. BANK N.A.  
(Name)

COLLATERAL DEPARTMENT  
 P.O. BOX 3487 OSHKOSH, WI 54903-3487  
(Address)

