



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.



Doc#: 0331406161 Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 11/10/2003 03:44 PM Pg: 1 of 3

RECITALS

A. The Mortgagor (or the Mortgagor's predecessor in interest, if different from the undersigned Mortgagor) executed a mortgage (the "Mortgage"), dated NOVEMBER 10, 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):

THE WEST 25 FEET OF LOT 11 IN JOSEPH BOUGH'S ADDITION TO MONT CLARE, A SUBDIVISION OF THE W 1/2 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 7140 W GRAND AVE, CHICAGO, IL

PIN# 13-30-325-016

B. The Mortgage was recorded in the office of the County Recorder for COOK County, Illinois, on DECEMBER 4, 1998, as Document No. 98-7995

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 \_\_\_\_\_ in the initial principal amount(s) of \$ \_\_\_\_\_" 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.

Handwritten notes: 5-4, 2-P, 11-4, and a signature.

Handwritten note: # 2850

# UNOFFICIAL COPY

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 AUGUST 22, 2003.

(Individual Mortgagor)

x 

Printed Name: JOSEPH P ATRIA

x 

Printed Name: SONIA M ATRIA

N/A  
Mortgagor Name (Organization)

a \_\_\_\_\_

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

Name and Title: N/A

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

Name and Title: N/A

U.S. BANK N.A.

Mortgagee (Bank)

By: 

Name and Title: PATRICK SACOR  
BUSINESS BANKING OFFICER

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

Name and Title: \_\_\_\_\_

[NOTARIZATION ON NEXT PAGE]

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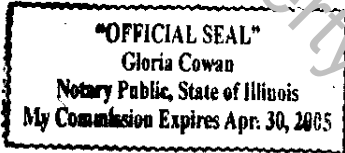
## MORTGAGOR NOTARIZATION

STATE OF Illinois )  
 )  
COUNTY OF Cook )  
 )

This instrument was acknowledged before me on 8/22/03, by JOSEPH P ATRIA and SONIA M  
(Name(s) of person(s))

ATRIA, as husband and wife  
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")  
of N/A  
(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)



Gloria Cowan  
Printed Name: GLORIA COWAN  
Notary Public, State of IL  
My commission expires: 4-30-05

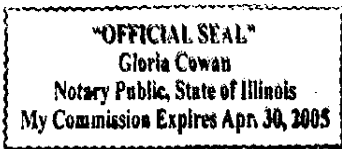
## MORTGAGLE (BANK) NOTARIZATION

STATE OF Illinois )  
 )  
COUNTY OF Cook )  
 )

This instrument was acknowledged before me on 8/22/03, by PATRICK SACOR  
(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)



Gloria Cowan  
Printed Name: GLORIA COWAN  
Notary Public, State of IL  
My commission expires: 4-30-05

This instrument was drafted by: PATRICK SACOR  
(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)