



08110907

08110907

3791/0016 45 001 Page 1 of 6

1998-12-08 11:08:59

Cook County Recorder

31.00



AMENDMENT TO MORTGAGE

1110204649492

5

This Amendment is dated JANUARY 3, 19 98, and is executed by The First National Bank of Chicago, either as original mortgagee or as assignee, ("Lender") and ROMAN L. WELLS (DIVORCED AND NOT SINCE REMARRIED)

(jointly and severally, if more than one) ("Borrower").

WHEREAS, Borrower has executed and delivered to Lender a certain Mortgage dated _____, 19____, and recorded as document number _____ on _____, 19____, with the _____ County Recorder of Deeds, encumbering the following described property:

98138684

*** SEE LEGAL DESCRIPTION ATTACHED ***

This document is being re-recorded to correct pin number BOX 169 REITITLE # 89051 B

Permanent Tax Number 17-03-220-1604 AND 17-03-220-020-1605 which has the address of 175 EAST DELAWARE PL UNIT 8301-8302 CHICAGO, IL 60611 ("Mortgage"); and

WHEREAS, Borrower has executed a certain agreement and disclosure statement or note dated JANUARY 2, 19 98 in favor of the Lender, which was amended by a certain allonge dated _____, 19____, which increased the credit limit to \$ 480,000.00 and extended the maturity date ("Note as Amended")

recorded 5/17/98
5/20/98
DOC # 978719

WHEREAS, Lender and Borrower wish to amend the Mortgage to conform to such amendments;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Lender and Borrower agree as follows:

The maximum principal sum secured by this Mortgage shall be increased to FOUR HUNDRED AND EIGHTY THOUSAND AND 00/100THS Dollars (U.S. \$ 480,000.00), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to the Note as Amended, whichever is less.

The full debt secured by this Mortgage shall be due and payable, if not paid earlier on the due date shown on the billing statement issued after five years from the date of this amendment.

Borrower waives all right of homestead exemption in the Property.

Except as specifically amended hereby, the Mortgage remains in full force and effect and is hereby ratified and confirmed in its entirety.

2110203

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Amendment is executed the date above written.

ROMAN L. WEIL

THE FIRST NATIONAL BANK OF CHICAGO

By: Catherine F. Jacobs
CATHERINE F. JACOBS

Title: LOAN REPRESENTATIVE

(Space Below This Line For Acknowledgment) _____

This Document Prepared By: PAULETTE R. FORD-WALKER

STATE OF ILLINOIS, _____ County ss:

I, ROMAN L. WEIL, a Notary Public in and for said county and state, do hereby certify that

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19____.

My Commission expires:

Notary Public

8110997

UNOFFICIAL COPY 98138685

IN WITNESS WHEREOF, this Amendment is executed the date above written.

Roman Weil
ROMAN L. WEIL

THE FIRST NATIONAL BANK OF CHICAGO

By: Catherine E. Jacobs
CATHERINE E. JACOBS

TITLE: LOAN REPRESENTATIVE

(Space Below This Line For Acknowledgment)

This Document Prepared By: PAULETTE R. FORD-WALKER

FNBC
COOK FIRST NATIONAL BANK RAZA, CHGO IL 60670

STATE OF ILLINOIS, COOK County ss:

I, Philip Rashid
ROMAN L. WEIL, a Notary Public in and for said county and state, do hereby certify that

personally known to me to be the same person(s) whose name(s) I (we) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of January, 1998.

My Commission expires: 11/28/99

Philip Rashid
Notary Public



8110907

LEGAL DESCRIPTION

UNITS 8301 AND 8302 OF THE 175 EAST DELAWARE PLACE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED COLLECTIVELY AS PARCEL):

PARTS OF THE LAND, PROPERTY, AND SPACE BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LAND COMPRISED OF LOT 17 (EXCEPT THE EAST 26 FEET THEREOF) AND ALL OF LOTS 18 TO 28 INCLUSIVE, IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 1 TO 4 INCLUSIVE, IN COUNTY CLERKS' DIVISION OF THE WEST 300 FEET OF THAT PART OF LOTS 16, 17, 18 AND 19 OF BLOCK 14 LYING EAST OF THE LINCOLN PARK BOULEVARD IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED BY DEED DATED JULY 27, 1973 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 30, 1973 AS DOCUMENT NUMBER 22418957, FROM JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, A CORPORATION OF MASSACHUSETTS, TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973, AND KNOWN AS TRUST NUMBER 45450, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, EASEMENTS, COVENANTS AND RESTRICTIONS AND BY-LAWS FOR 175 EAST DELAWARE PLACE CHICAGO ILLINOIS MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973 AND KNOWN AS TRUST NUMBER 45450 AND RECORDED ON AUGUST 10, 1973 IN THE OFFICE OF THE RECORDER OF DEEDS COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22434263, AS AMENDED TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

Clerk's Office
8110967

THIS CONDOMINIUM RIDER is made this 3RD day of JANUARY, 1998, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage (the "Security Instrument") dated of even date herewith, given by the undersigned (the "Mortgagor") to secure Mortgagor's obligations under that certain Equity Credit Line Agreement, dated of even date herewith, between Mortgagor and The First National Bank of Chicago (the "Lender") and covering the property described in the Security Instrument and located at 175 EAST DELAWARE PL CHICAGO, IL 60611 (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as DELAWARE PLACE CONDOMINIUM (the "Condominium Project").

If the owners association or other entity which acts for the Condominium Project (the "Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Mortgagor's interest in the Association, in the uses, proceeds and benefits of Mortgagor's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree as follows:

A. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Association pursuant to the provisions of the Declaration, by-laws, code of regulations and any other equivalent documents (the "Constituent Documents") of the Condominium Project.

B. Hazard Insurance. So long as the Association maintains, with a generally accepted insurance carrier, a "master", "blanket", or similar such policy on the Condominium Project, which policy provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, the Mortgagor's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Mortgagor.

C. Lender's Prior Consent. Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the Constituent Documents, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium Project.

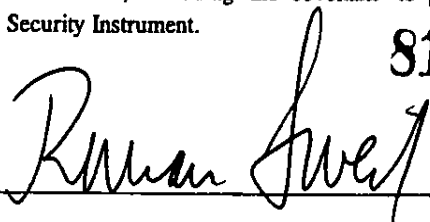
D. Easements. Mortgagor also hereby grants to the Lender, its successors and assigns, as rights and easements appurtenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.

The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and stipulated at length herein.

E. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

x


8110907

x

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Amendment is executed the date above written.

Roman L. Weil
ROMAN L. WEIL

THE FIRST NATIONAL BANK OF CHICAGO

By: Catherine F. Jacobs
CATHERINE F. JACOBS

Title: LOAN REPRESENTATIVE

(Space Below This Line For Acknowledgment)

This Document Prepared By: PAULETTE R. FORD-WALKER

STATE OF ILLINOIS, _____ County ss:

I, ROMAN L. WEIL, a Notary Public in and for said county and state, do hereby certify that

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19____.

My Commission expires:

Notary Public

8110907