

AMENDMENT TO PURCHASE MONEY MORTGAGE NOTE AND
AMENDMENT TO PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT

THIS AMENDMENT TO PURCHASE MONEY MORTGAGE NOTE AND PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT (collectively "Amendment") is entered into this 7th day of January, 1986 by and between PIONEER BANK AND TRUST COMPANY, an Illinois banking corporation, having an office at 4000 West North Avenue, Chicago, Illinois 60639, not personally but as trustee under the provisions of a certain Trust Agreement dated November 28, 1951 and known as Trust Number 8476 (hereinafter referred to as "Mortgagor") and HILDA AUSTERMUEHLE, a widow, now residing at 2355 South Stage Road, #82, Medford, Oregon 97501 (hereinafter referred to as "Mortgagee").

RECITALS:

1. Mortgagee sold to Mortgagor on or about February 15, 1980 certain premises commonly known as 639 West Deming Place, Chicago, Illinois.

2. A part of the payment of the purchase price was a loan by Mortgagee to Mortgagor in the principal sum of \$205,000.00 ("the Loan"). This loan was evidenced by Mortgagor's Purchase Money Mortgage Note ("Note") in the principal sum of \$205,000.00 dated February 15, 1980. The Note was also executed by Peter N. Apostol and Katherine Apostol (collectively "the Apostals"), his wife, who are the beneficial owners of the Mortgagor.

3. The Note was secured by a Purchase Money Mortgage and Security Agreement ("Mortgage") dated February 15, 1980 and recorded March 7, 1980 in the office of the Recorder of Deeds of Cook County, Illinois as Document 25384748. The Mortgage created a first mortgage lien upon the real estate described in Exhibit A attached hereto and made a part hereof.

4. The Maturity Date for the payment of the loan as evidenced by the Note is March 1, 1990. Mortgagor, Mortgagee and the Apostals have agreed to extend the Maturity Date to the first day of March, 1995 and that the monthly payments of \$1,850.00 as set forth in the Note shall continue to such extended Maturity Date.

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NOW, THEREFORE, for the consideration of the mutual promises of the parties herein expressed and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. The Note is amended to delete the "first day of March, 1990" as the Maturity Date and to substitute in its stead as the Maturity Date the date of the "first day of March, 1995".
3. The Mortgage is amended to delete from the last two lines of the second paragraph on the first page the "first day of March, 1990" and to substitute in its stead "the first day of March, 1995".
4. The Mortgage is further amended to substitute as the address of the Mortgagee the address above given for Mortgagee.
5. In the event there are any other documents or instruments between the parties delivered to evidence or secure the loan which documents or instruments bear the Maturity Date of March 1, 1990, said date is hereby deleted and there is substituted in its stead the date of March 1, 1995.
6. In all other respects the parties do hereby reconfirm and reacknowledge all provisions and obligations as set forth in the Note and Mortgage.
7. This instrument is also executed by Peter N. Apostal and Katherine Apostal to evidence their agreement to amend the Note as provided for herein.
8. This instrument is executed by Pioneer Bank and Trust Company, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Mortgagor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Mortgagor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal

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liability, if any, being expressly waived against Mortgagor by Mortgagee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first written above.

PIONEER BANK AND TRUST COMPANY, not personally, but as Trustee as aforesaid

ATTEST:

By: [Signature]
Its: ATL SECRETARY

By: [Signature]
Its: VICEPRESIDENT

[Signature]
HILDA AUSTERMUEHLE

[Signature]
PETER N. APOSTAL

[Signature]
KATHERINE APOSTAL

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT KATHERINE APOSTAL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act.

Given under my hand and official seal, this 15th day of January, 1986.

Annelu Aehof
Notary Public

My commission expires:

6-21-88

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT PHYLLIS H. MURPHY, President, and MARTHA E. MURPHY, Secretary of PIONEER BANK AND TRUST COMPANY, an Illinois banking corporation, who are 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 and delivered the said instrument as such officers of said Bank as their own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this MAR 12 1986 day of ~~January, 1986.~~

Addressed to Post
Notary Public

My commission expires:

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT HILDA AUSTERMUEHLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act.

Given under my hand and official seal, this 6 day of January, 1986.

[Signature]
Notary Public

My commission expires:

12/20/87

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT PETER N. APOSTAL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and official seal, this 15th day of January, 1986.

[Signature]
Notary Public

My commission expires:

6.21.88

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STATE of OREGON

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COUNTY of JACKSON

I hereby certify that on this date, February 10, 1986, the above mentioned person(s) Hilda Austermuehle personally appeared before me to be the person(s) whose name is (or whose names are) subscribed to the foregoing instrument, and swore and acknowledged to me that he (or she or they) executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Adrian Morgan
SIGNATURE OF NOTARY PUBLIC

My commission expires: 12-17-89

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EXHIBIT A

The East $\frac{1}{4}$ of Lot 46 in the Subdivision of Out Lot "C" in Wrightwood, a Subdivision of the Southwest $\frac{1}{4}$ of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

14-28-314-004
BIB

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