

UNOFFICIAL COPY

SUPERA.MTG(3)
(mjs)

AMENDMENT TO SECOND MORTGAGE

88391922

This amendment is made this 23rd day of August, 1988 to the Second Mortgage dated October 7, 1987 and recorded January 19, 1988 as document number 88026913 (the "Mortgage") by Victor L. Levy, as Mortgagor, to Michael Supera, as Mortgagee.

RECITALS

The mortgage presently secures the payment of a note in the original principal sum of seventy thousand dollars (\$70,000.00).

A. The Mortgagee has loaned an additional sum of thirty thousand dollars (\$30,000.00) to the Mortgagor, which loan is evidenced by a demand note dated January 26, 1988 (the "Additional Indebtedness").

B. The Mortgagee and Mortgagor desire to amend the mortgage to secure said additional sum loaned by the Mortgagee.

C. The property subject to the Mortgage is described as follows:

UNIT 301-S IN DRAKE MANOR CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE EAST 292 FEET OF THE WEST 591 FEET OF LOT 11 IN COUNTY CLERK'S DIVISION OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR CHURCH STREET AND DRAKE AVENUE), IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24472176 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS; AND TOGETHER WITH THE (EXCLUSIVE) RIGHT TO THE USE OF INDOOR PARKING SPACES 123, 124 AND 72 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 24472176.

COMMONLY KNOWN AS: 9201 N. DRAKE, SKOKIE, ILLINOIS

P.I.N.: 10-14-221-025-1061

CLAUSES:

In consideration of the foregoing, the Mortgagee not currently demanding payment of the Additional Indebtedness, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Mortgage shall secure the original principal indebtedness of seventy thousand dollars (\$70,000.00) and the Additional Indebtedness of thirty thousand dollars (\$30,000.00). The term "Indebtedness", as used in the Mortgage, shall refer to the sum of the original principal indebtedness and the Additional Indebtedness. The term "Note", as used in the Mortgage, shall collectively refer to the Installment Note dated October 7, 1987 by the Mortgagor to the Mortgagee and the Demand Note dated January 26, 1988 by the Mortgagor to the Mortgagee.

2. This Agreement shall be (i) be governed and construed in accordance with the laws of the State of Illinois and (ii) inure

88391922

UNOFFICIAL COPY

88391922

Property of Cook County Clerk's Office

88391922

88391922

to the benefit of and be binding upon the parties, themselves, as well as their respective heirs, executors, successors and assigns.

Victor L. Levy
VICTOR L. LEVY, Mortgagee

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

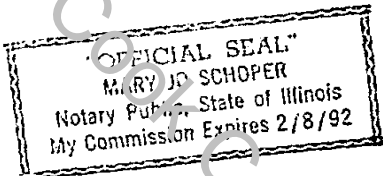
I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that VICTOR L. LEVY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the purposes and uses therein set forth.

Given under my hand and official seal this 23rd day of August, 1988.

Mary Jo Schoper
NOTARY PUBLIC

Commission Expires:

2/8, 1992



AUG-29-88 42891 88391922 - A - Rec 12.25

This instrument was prepared by:

Donald J. Russ, Jr.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606
(312) 444-9300

88391922

Mail to:

Donald J. Russ, Jr.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606
(312) 444-9300

20 AUG 28 9 20

12-25

88391922

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EG331333