

UNOFFICIAL COPY

This instrument was prepared by ANCELA MAURELLA
ONE SOUTH DEARBORN
CHICAGO, IL 60603

CITICORP SAVINGS

FIRST AMENDMENT TO NOTE AND MORTGAGE

89033322

This First Amendment, made and entered into as of this _____ day of September, 1988 by and between
HENRY JACKSON JOHNSON ("Borrower") and **CITICORP SAVINGS OF**
ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION ("Citicorp Savings")

WITNESSETH:

Whereas, Citicorp Savings is the holder or servicer of a note executed by Borrower dated July 22, 1988 ("Note")
secured by a mortgage recorded or registered with the _____ Cook County Recorder of Deeds as Document
Number 88335944, ("Mortgage") relating to the property commonly known
as 4926 North Bernard, Chicago, IL and

PIN # 13-11-418-027

Whereas, Borrower proposes to convey the property which is the subject of the Mortgage to an Illinois land trust
with AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee under a Trust Agreement dated July 15, 1988, and known as Trust No. 105965-00, in which the
Borrower shall be the sole beneficiary(ies); and

Whereas, such conveyance by Borrower to an Illinois land trust is in violation of the terms of the Note and the
Mortgage; and

JAN-20-89 68937 7 89033322 * A *** 14.00

Whereas, Citicorp Savings, without waiving or amending any term or provision of the Note or Mortgage, is willing
to consent to such conveyance to an Illinois land trust but only on the following terms and conditions;

Now Therefore, for and in consideration of the mutual promises set forth herein and other good and valuable consi-
deration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Borrower is hereby given consent to convey the property which is the subject of the Mortgage to an Illinois
land trust with a corporate trustee reasonably acceptable to Citicorp Savings, provided further that Citicorp
Savings receives simultaneously with the establishment of such land trust, as additional security for the indebted-
ness evidenced by the Note, a Collateral Assignment of the Beneficial Interest of such land trust in the form
provided by Citicorp Savings which shall have been duly accepted by the land trustee. Any act of default under
either the terms of the Note or Mortgage shall be an act of default under the terms of this First Amendment to
Note and Mortgage. This First Amendment to Note and Mortgage shall be a Security Agreement under the terms
of the Uniform Commercial Code.
2. The Note and Mortgage are hereby amended so that in addition to each and every other term of the Note or
Mortgage there shall be added the following:
"It shall be an act of default by the Borrower under the terms of the Note and Mortgage, allowing Citicorp
Savings to accelerate any and all amounts due thereunder and to foreclose its Mortgage, if all or any part of
the beneficial interest of the Borrower in the Illinois land trust which holds title to the property which is
the subject of the Mortgage is contracted to be assigned, conveyed, or sold or is assigned, conveyed, sold, or
in any other manner transferred from the Borrower to any other individual, corporation, partnership person,
or entity."
3. In all other respects, the terms of the Note and Mortgage shall remain unamended and in full force and effect.

In Witness Whereof, the parties have hereunto set their hands and seals as of the date and year first above written.

Borrower:

Lender:

89033322

Citicorp Savings of Illinois
A Federal Savings and Loan Association

X Henry Jackson Johnson

By: Alice Raymond

Attest: Martha A. Horvath

14 MAIL

UNOFFICIAL COPY

MAIL TO: ANGELA MAURELLO
ONE SOUTH DEARBORN
CHICAGO, IL 60603

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned a Notary Public in or for said County, in the State aforesaid, do hereby certify that _____
HENRY JACKSON JOHNSON

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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 30th day of September, 19 88.

Jack L Hutchinson
Notary Public

Commission expires:

July 25, 1990



89033322

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that _____
ANNE RAYMOND personally known to me to be the VICE President of Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation, and MARSHA A KOVECSI _____, personally known to me to be the ASSISTANT Secretary of said corporation, and 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 severally acknowledged that as such VICE President and Secretary, they signed and delivered the said instrument as VICE President and ASST Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17TH day of JANUARY, 1989.

Laraine M. King
Notary Public

Commission expires:

November 20, 1989