



# UNOFFICIAL COPY

This instrument was prepared by Brenda Miller  
Citicorp Mortgage, Inc.  
15851 Clayton Rd.  
Ballwin, MO 63179

**CITICORP SAVINGS**

59258633

This First Amendment, made and entered into as of this 9th day of March, 1989 by and between Demetri Alexander and Laura L. Pedian ("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 1/30/89 ("Note") secured by a mortgage recorded or registered with the Cook County Recorder of Deeds as Document Number 89056794, ("Mortgage") relating to the property commonly known as Unit 301, 680 North Lake Shore Drive, Chicago, Illinois and

Parcel I.D. # 17-10-202-063-1011

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 3/9/89, and known as Trust No. \_\_\_\_\_, in which the Borrower shall be the sole beneficiary(ies); and Pin # 17-10-202-063-1011 107817-06

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

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 consideration, 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 indebtedness 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:

Demetri Alexander  
Demetri Alexander

Citicorp Savings of Illinois  
A Federal Savings and Loan Association

By: David Peumant

Laura L. Pedian  
Laura L. Pedian

Attest: Mark A. Koenig

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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 Demetri Alexander and Laura J. Bedian 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 20<sup>th</sup> day of March, 19 89.

[Signature]  
Notary Public

Commission expires:

3/7/90 UNIT 301  
666 LAKE RESIDENCE CONDOMINIUM  
DOE 26407241

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS } SS.

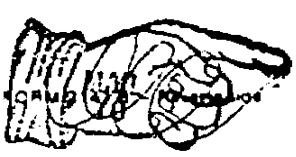
I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Ann Raymond personally known to me to be the Staff Vice President of Citicorp Savings of Illinois, servicer Citicorp Mortgage, Inc a corporation, and Marsha A. Knesi personally known to me to be the 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 Staff Vice President and Secretary, they signed and delivered the said instrument as Staff Vice President and Assistant 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 10<sup>th</sup> day of April, 19 89.

LISA M. SMITHSON  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 1/31/92  
ST. LOUIS COUNTY

[Signature]  
Notary Public

Commission expires:



-89-255633

[Signature]