

# UNOFFICIAL COPY

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When recorded return to:  
Citicorp Mortgage, Inc.  
Mail Station 312  
P. O. Box 790012  
St. Louis, MO 63179-0012

**CITICORP**  
MORTGAGE  
#10028418

## FIRST AMENDMENT TO NOTE AND MORTGAGE

This First Amendment, made and entered into as of this 20<sup>th</sup> day of MARCH, 1991  
by and between James A. Osowski and Dorothy K. Osowski, his wife  
("Borrower") and Citicorp Mortgage, Inc. ("CMI"), a Delaware corporation

### WITNESSETH:

WHEREAS, CMI is the holder or servicer of a Note executed by Borrower dated 10/10/89  
("Note") secured by a Mortgage recorded or registered with the Cook County  
Recorder of Deeds as Document Number 89482017 ("Mortgage")  
relating to the property commonly known as 615 Berkshire, Des Plaines, IL 60016  
and PIN #09-07-205-003-0000 Lot 106 in Centennial Estates being a Subdivision in the North East 1/4  
of Section 7 and the west 1/2 of section 8, Township 41 North, Range 12, East of the Third Principal  
Meridian, In Cook County, Illinois.

WHEREAS, Borrower proposes to convey the property which is the subject of the Mortgage to an Illinois  
land trust or inter vivos trust with Colonial Bank and Trust Company of Chicago

as Trustee under a Trust Agreement dated March 27, 1983, and known as Trust No.  
542, in which the Borrower shall be a beneficiary(ies); and

WHEREAS, such conveyance by Borrower is in violation of the terms of the Note and the Mortgage; and

WHEREAS, CMI, without waiving or amending any term or provision of the Note or Mortgage, is willing  
to consent to such conveyance 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  
the above mentioned Illinois land trust or inter vivos trust with a trustee reasonably acceptable to CMI.  
If such conveyance is to an Illinois land trust, borrower will, as additional security for the indebtedness  
evidence by the Note, prepare and deliver to CMI simultaneously with the establishment of such Illinois  
land trust a Second Collateral Assignment of the Beneficial Interest of such Illinois land trust in the form  
provided by CMI 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 following provision is hereby added to the Note and Mortgage:

"It shall be an act of default by the Borrower under the terms of the Note and Mortgage,  
allowing CMI to accelerate any and all amounts due thereunder and to foreclose the  
Mortgage, if all or any part of the beneficial interest of the Borrower in the Illinois land  
trust or inter vivos 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, part-  
nership, person, or entity (other than the first collateral assignee as agreed to by CMI  
on the Second Collateral Assignment of the Beneficial Interest so stated in Item #1 of  
this Amendment if the conveyance is to an Illinois land trust). CMI shall be notified prior  
to the change of residence of the current Borrower."

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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/Servicer:

(SEAL)

BY: James A. Osowski  
Dorothy K. Osowski  
James A. Osowski  
Dorothy K. Osowski

CITICORP MORTGAGE, INC.  
BY: Cindy A. Price  
Cindy A. Price, Asst. Vice President  
ATTEST: Kelly Evers  
Kelly Evers, Asst. Secretary

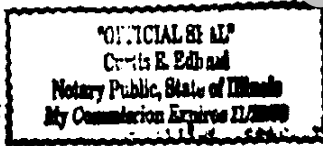
ATTEST: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, the undersigned, a Notary Public in or for said County, the State aforesaid, do hereby certify that James A. + Dorothy K. Osowski, his wife, 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 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, 1991.

(SEAL)



Curtis E. Edlund  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

DEPT-01 RECORDINGS 413 00  
T10808 TRAN 0000 07/02/91 13 32 00  
#3261 411 \* 91 326405  
COOK COUNTY RECORDER

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

I, the undersigned, a Notary Public in or for the County and State aforesaid, do hereby certify that Cindy A. Price, personally known to me to be an Assistant Vice President of Citicorp Mortgage, Inc., a Delaware corporation, and Kelly Evers, personally known to me to be an 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 Assistant Vice President and Assistant Secretary, they signed and delivered the said instrument as Assistant 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 the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(SEAL)

Curtis E. Edlund  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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