

UNOFFICIAL COPY

Loan # 9054049-56

AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

(LAND TRUST)

THIS AGREEMENT, made this 17th day of August, 1992, by and between Albany Bank & Trust Company, not personally but as Trustee under Trust Agreement dated January 15, 1981 and known as Trust No. 11-3989 and Jang Hwan Cho, personally and Jung Soon Cho, personally (collectively hereinafter referred to as "Mortgagors"), and BANK OF CHICAGO / LAKESHORE, an Illinois banking corporation, (hereinafter referred to as the "Lender").

W I T N E S S E T H:

WHEREAS, the Mortgagee is the holder and owner of a certain Mortgage and Assignment of Rents (hereinafter referred to as the "Mortgage") securing a Secured Business Note (hereinafter referred to as the "Note") in the original principal sum of Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$262,500.00), from the Mortgagors dated August 17, 1990 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage and Assignment of Rents was recorded August 29, 1990 with the Recorder of Deeds of Cook County, Illinois as document No. 90419719 and 90419720, respectively and conveyed the real estate described on Exhibit A attached hereto; and

WHEREAS, the Mortgagors and Lender have agreed to extend the maturity date to August 17, 1992, pursuant to the terms and conditions of that certain Note Modification Agreement dated as of August 17, 1991, by and between the Mortgagors and the Lender; and

WHEREAS, the Mortgagors have requested that the Lender further extend the Maturity Date to August 17, 1994; and

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement extending the maturity date of the Note to August 17, 1994; and

WHEREAS, the Mortgagors and Mortgagee desire to amend the Mortgage and Assignment of Rents to reflect the change of the maturity date of the Note.

NOW THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, Mortgagors and Mortgagee agree as follows:

1. The Maturity Date of the Note is, as of the date hereof, changed to August 17, 1994 at which time all principal and interest and any other charges due under the Note or the Mortgage and Assignment of Rents securing same, not previously paid, shall be due and payable.
2. All other terms, provisions and conditions of Mortgage and Assignment of Rents as modified hereby are hereby confirmed.
3. This Amendment shall be attached to and made a part of the original Mortgage and Assignments of Rents.
4. Mortgagors warrant that the Mortgage and Assignment of Rents, as modified hereby, is valid, binding and enforceable according to its terms.

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

The undersigned being signers and guarantors of the Note referred to and modified hereby, hereby consent to said modification.

By: Jang Hwan Cho
Jang Hwan Cho

By: Jung Soon Cho
Jung Soon Cho

ACCEPTED
BANK OF CHICAGO / LAKESHORE

By: Helen Megremis
Helen Megremis
Vice President

ALBANY BANK & TRUST COMPANY
not personally, but as Trustee
as aforesaid
see attached rider

By: _____

073-63-695-NA

MD

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CHIEF OF POLICE

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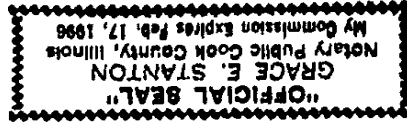
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9279956



Grace E. Stanton
NOTARY PUBLIC

1992
GIVEN under my hand and Notarial Seal, this 29th day of September

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT the above Officers of ALBANY BANK & TRUST COMPANY N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Vice President of the Corporate Seal of said association, did affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

9279956

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Vice President

[Signature]

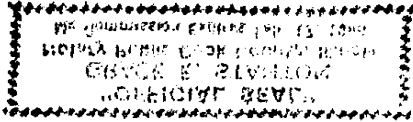
ATTEST:

ALBANY BANK & TRUST CO. N.A.,
not personally, but solely as
Trustee as aforesaid, pursuant
to the terms of that certain
TRUST AGREEMENT dated
January 15, 1981
and bearing TRUST NUMBER 11-1989
BY: *[Signature]*
Vice President

IN WITNESS WHEREOF, ALBANY BANK & TRUST CO. N.A., not personally, but as Trustee as aforesaid has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its this 17th day of August, 1992.

Amendment to Mortgage and Assignment of Rents
THIS EXTENSION AGREEMENT is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything therein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by ALBANY BANK & TRUST CO. N.A., as Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against ALBANY BANK & TRUST CO., N.A. as Trustee, its agents, or employees, on account hereof, or an account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.
Anything herein contained to the contrary notwithstanding, it is understood and agreed that ALBANY BANK & TRUST CO. N.A., individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues and profits thereof.
IN WITNESS WHEREOF, ALBANY BANK & TRUST CO. N.A., not personally, but as Trustee as aforesaid has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its this 17th day of August, 1992.

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OFFICE OF THE CLERK
COUNTY OF COOK
ILLINOIS

ES: 0115 1111: 58

251888220

COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, ILL. 60602
TEL: (312) 321-1000 FAX: (312) 321-1001
WWW.COOKCOUNTYCLERK.COM

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I _____, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY _____, _____ Vice President of _____, and _____ Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that as custodian of the corporate seal of said Bank (s)he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Notary Public

My Commission Expires:

CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I _____, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared _____ and _____ known to me to be the _____ and _____ Secretary of _____ a corporation, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Notary Public

My Commission Expires:

EXHIBIT A

(Insert Legal Description Here)

LOT 38 IN BLOCK 8 IN LANE PARK ADDITION TO LAKE VIEW IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 3432 N. Southport, Chicago, IL 60657

Permanent Real Estate Index Number: 14-20-311-023-0000

BOX 333 - TH

Mail To
BANK OF CHICAGO/LAKESHORE
1050 W. WILSON
CHICAGO, IL 60640

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