

THIS AMENDMENT made this 0th day of August, 1992 by and between BANK OF CHICAGO / GARFIELD RIDGE, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 08/08/91 AND NUMBERED 91-08-3 (hereinafter referred to as "Mortgagor") and BANK OF CHICAGO / LITTLE VILLAGE hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagee is the holder and owner of a certain Mortgage (hereinafter referred to as the "Mortgage") and Assignment of Rents securing a Secured Business Note (hereinafter referred to as the "Note") in the original principal sum of TWO HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$250,000.00) from the Mortgagor; and

WHEREAS, the Mortgage was recorded AUGUST 14, 1991 with the Recorder of Deeds of COOK County, Illinois as document No. 91412977, and conveyed the real estate described on Exhibit A attached hereto; and

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement extending the maturity date of the Note to March 31, 1994 ("maturity date"); and

WHEREAS, additional changes were made in the aforesaid Note Modification Agreement, and the Mortgagor and Mortgagee desire to amend the Mortgage and the Assignment of Rents to reflect the change of the maturity date of the Note and the other changes in the aforesaid Note Modification Agreement.

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, Mortgagee and Mortgagor agree as follows:

1. The Maturity Date of the Note as reflected on the Mortgage is hereby changed to March 31, 1994
2. Commencing with the date hereof, the present outstanding principal balance shall be paid in consecutively monthly installments of \$2,511.09, whichever is greater, which installments include principal and interest, with the first payment due September 9, 1992 and each payment thereafter on the 9th day of each month with a final payment of all unpaid principal and interest due, if not sooner paid, on the maturity date.
3. As of the date hereof, the interest rate on the Note shall be changed to 8.5% fixed per annum which rate shall be computed on the principal balance remaining unpaid from time to time. After the Maturity Date, whether by acceleration or otherwise, or after any event of default has been declared by the Lender, interest shall accrue on the unpaid principal balance at the rate of 12.5% fixed per annum. All payments received shall be applied to all costs first, then to accrued interest to date of actual payment, with the remainder, if any, applied to the unpaid principal balance. Interest shall be computed on the a 360 day year basis and charged for the actual number of days elapsed.
4. All other terms, provisions and conditions of Mortgage and Assignment of Rents modified hereby are hereby confirmed.
5. This Amendment shall be attached to and made a part of the Mortgage and Assignment of Rents.
6. Mortgagor warrants that the Mortgage, 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.

EXONERATION CLAUSE ON REVERSE SIDE IS HEREBY EXPRESSLY MADE A PART HEREOF. BANK OF CHICAGO / GARFIELD RIDGE NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 08/08/91 AND NUMBERED 91-08-3

By: *[Signature]*
Land Trust Officer

Attest: *[Signature]*
Assistant Vice President

ACCEPTED:

BANK OF CHICAGO / LITTLE VILLAGE
By: *[Signature]*
Claude J. Cimino, Jr., President

BY: *[Signature]*
DONALD A. STANCZYK, EXEC. VICE PRESIDENT
#27.50

RECORDINGS \$27.50
T#0000 TRAN 5101 12/09/92 15:29:00
#2454 # 92-927559
COOK COUNTY RECORDER

02027559

UNOFFICIAL COPY

This Document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as Trustee.

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STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, Margaret Prado the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Claude J. Cimino, Jr. personally known to me to be the President of BANK OF CHICAGO / LITTLE VILLAGE, AND Donald A. Stanczyk, Executive Vice President 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 and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; Given under my and notarial seal this 9th day of August, 1992.

Margaret Prado
Notary Public

My Commission expires:
March 26, 1995

Mail To:

Bank of Chicago / Little Village
3333 West 28th St.
Chicago, IL 60623



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NOTICE: This document is a copy of a document filed with the Clerk of the Court. It is not a certified copy and is not intended to be used as evidence in any legal proceeding. The original document is the only authoritative source of the information contained herein.

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LEGAL DESCRIPTION

LOTS 22, 23 AND 24 IN BLOCK 4 IN MCINTOSH SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1912 AS DOCUMENT 4013803, ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5159 S. KEDZIE
CHICAGO, IL 60632

TAX I.D. #19-12-300-020

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