<u> IN</u>OFFICIAL COPY

RECORDATION REQUESTED BY:

The Mid-City National Bank of Chicago 7222 West Cermak Road North Riverside, IL 60546

93411828

WHEN RECORDED MAIL TO:

The Mid-Cify National Bank of Chicago 7222 West Cermak Road North Riverside, IL 60546

SEND TAX NOTICES TO:

Glenn Wenzel and Wendy A. Lloyd 29 Country Club Road Shallmar, FL 32579

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTIGAGE IS DATI:D APRIL 1, 1993, BETWEEN Glenn Wenzel and Wendy A. Lloyd, married to Valerie Wenzel, and Wendy A. Lloyd, diversed and not remarried, (referred to below as "Grantor"), whose address is 29 Country Club Road, Shallmar, FL 32579; and The Mid-City Multiplial Bank of Chicago (referred to below as "Lender"), whose address is 7222 West Cermak Road, North Riverside, IL

MORTGAGE. Grantor and Linder have entered into a mortgage dated May 27, 1987 (the "Mortgage") recorded in Cook County, State of Illinois as

Mortgage recorded @/m2/67 as document No. 87296/34 with the Cook County Recorder

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

see attached legal description

The Real Property or its address is commonly known as 300 No. State St. #5908, Chicago, IL 60610. The Real Property tax identification number is 17-09-410-014-1444.

MODIFICATION. Grantor and Lender hereby modify the Nortgage as follows:

Modification of Mortgage to 7% amortized eyes 15 years with a balloon balance due at the end of 7 years, subject to a 1% charge.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender a right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is in pressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification, or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent ections. any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE GAGREES TO ITS TERMS.  GRANTOR:  X  GRANT Wenza	PROVISIONS OF THIS MODIFICATION OF MODIFICATIO	TIGAGE, AND EACH GRANTOR
LENDER:	104	
The Mid-City National Bank of Chicago	74,	
By: P. Ochembrug Authorized Officer	1 SC	)
INDIVIDUAL	ACKNOWLEDGMENT	<i>77</i>
STATE OF)		ζ5
) 88		
COUNTY OF)		
On this day before me, the undersigned Notary Public, personally described in and who executed the Modification of Mortgage, and deed, for the uses and purposes therein mentioned.	acknowledged that they signed the Modification in	as their free and voluntary act and
Given under my hand and official seal this	day of	_, 19
8y	Residing at	<u> </u>
Notary Public in and for the State of		. •

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T=7777 TRAN 9071 06/01/93 13:10:00 #3730 # \*-93-411828 CUOK COUNTY RECORDER

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LENDER ACKNOWLEDGMENT		
STATE OF 16 LC CO 15		
COUNTY OF COOK		
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and known to me to be the	, before me, the undersigned Notary Public, personally appeared , authorized agent for the Lender	
that executed the within and foregoing instrument and acknowledged said instrument to bit the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate sent of said Lender.		
(1) (1) space (1) (CO) and	Residing et 7122 W. Cermak Rd,	
	My commission expires 11-2-8-01 4	
Notary Public in and for the State of		
REEM PHO, Reg. U.S. Pet. & T.M. Ott., Ver. 3.38 (c) 1985 OF FORINGE BOTTON CHUNK, HAL AL	THE STATE OF THE S	
	OPFICIAL SEAL WYVONIA HOLLINGSWORTH MOTARY PUBLIC STATE OF ILLIHOIS MY COMMISSION EXP. NOV. 28,1994	
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Property of Cook County Clerk's Office

THIS CONDOMINIUM RIDER is made this 1st day of April, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to The Mid-City National Bank of Chicago (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

300 No. State St. #5908, Chicago, Illinois 60610

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

300 N. State Street Condominiums

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blankel" policy 🙉 the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and (asim) the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- for Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for haze id i isurance on the Property; and
- (ii) Formwer's obligation under Uniterm Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that in conquired coverage is provided by the Owners Association policy.

Berrower shall give Leader grompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution or hazard insurance proceds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any p meeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Florrower.

- C. Public Liability Insurance. Borrow cashall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be raid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Coven int .0
- E. Lender's Prior Consent. Borrower shall not, excent after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law In the case of substantial destruction by lire or other casualty or in the case of a taking by condemnation or eminent domain;
  - (ii) any amendment to any provision of the Constitue a Documents if the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public flability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrow in secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the rate of disbursement at the Note rate and shall be payable, with Interest, upon notice from Lander to Borrower requesting payment.

BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained ip

(Seal)

Glenn Wenzel-Borrower

Lloyd-Borrower

Form 3140 9/90

(page 1 of t page)

MULTISTATE CONDOMINIUM RIDER-Single Family-Family Mae/Freddle Mac UNIFORM INSTRUMENT

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### PARCEL 1:

UNIT: 5908 AS DELINEATED ON SURVEYS OF LOTS 1 AND 1 OF HARPER'S RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF A PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, WHICH

SURVEY: ARE ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MIDE BY MARINA CITY CORPORATION AND RECORDED DECEMBER 15, 1977 IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS, AS DOCUMENT N'MBLR 24238692 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP (EXCEPTING FROM SAID PROPERTY ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEYS) IN COOK COUNTY, ILLINOIS

## PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN DECLARATION OF CONDOMINIUM OWNERSHIP AFORESAID RECORDED DECEMBER 15, 1977 AS DOCUMENT 24238/92 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO SCOTT R. STEVENSON AND SANDFA K. STEVENSON RECOILED JANUARY 30, 1978 AS DOCUMENT NUMBER 24303746 FOR ACCESS, INGRESS AND LOT ASSOINT CORRESPONDANCE AND THROUGH THE COMMON ELEMENTS AS DEFINED THREE THAN 9071 06/01/93 15:10:00 AND THROUGH THE COMMON ELEMENTS AS DEFINED THREE THAN 9071 06/01/93 15:10:00 COUNTY RECORDER

### PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCIL 1 AFORESAID AS SET FORTH IN GRANTS AND RESERVATION OF EASEMENTS RECUPDED DECEMBER 15, 1977 AS DOCUMENT 24238691 AND AS CREATED BY DEED FROM MIGHA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO SCOTT R. STEVENSON AND SANDRA K. STEVENSON, RECORDED JANUARY 30, 1978 AS DOCUMENT 24303746 IN, OVER, UPON, ACROSS, AND THROUGH LOBBIES, HALLWAYS, DRIVEWAYS, PASSAGEWAYS, STAIRS, CORRIDORS, ELEVATORS AND ELEVATOR SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4 IN HARPER'S RESUBDIVISION AFORESAID DESIGNATED AS EXCLUSIVE EASEMENT AREAS AND COMMON EASEMENT AREAS FOR INGRESS AND EGRESS AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, BRACES, CAISSONS, FOUNDATIONS, COLUMNS AND BUILDING CORES SITUATED ON LOTS 3 AND 4 AFORESAID FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS, ALL IN COOK COUNTY, ILLINOIS.

90-11018

BANSN

#27.00 AMK

DN Cook County Clerk's Office