

UNOFFICIAL COPY 93618040

THIS AGREEMENT, made this 16th day of June, 1993, by Commercial National Bank of Chicago, not personally but as Trustee under Trust Agreement dated 9/05/85 and known as Trust No. 770 (hereinafter referred to as "Mortgagor"), and BANK OF CHICAGO formerly known as BANK OF CHICAGO / LAKESHORE, an Illinois banking corporation, (hereinafter referred to as the "Mortgagee").

W I T N E S S E I 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 One Hundred Sixty Seven Thousand Six Hundred Ninety Three and 46/100 Dollars (\$167,693.46), from the Mortgagor dated March 18, 1992 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage and Assignment of Rents was recorded April 2, 1992 with the Recorder of Deeds of Cook County, Illinois as document No. 92220332, and amended pursuant to Amendment to Mortgage recorded April 22, 1993 with the Recorder of Deeds of Cook County, Illinois as document No. 93299550, 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 10, 1995; and

WHEREAS, the Mortgagor 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, Mortgagor and Mortgagee agree as follows:

1. The Maturity Date of the Mortgage is, as of the date hereof, changed to March 10, 1995 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. Mortgagor warrants 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 signer and guarantor of the Note referred to and modified hereby, hereby consent to said modification.

ACCEPTED  
BANK OF CHICAGO

BY: Helen Megremis  
Helen Megremis  
Vice President

COMMERCIAL NATIONAL BANK OF CHICAGO  
not personally, but as Trustee  
as aforesaid

By: [Signature]

**VICE PRESIDENT**  
The undersigned is authorized by COMMERCIAL NATIONAL BANK OF CHICAGO, not personally, but as Trustee, as aforesaid. All the covenants, conditions and terms herein formed hereunder by COMMERCIAL NATIONAL BANK OF CHICAGO are understood by the undersigned and shall be accepted by the undersigned in full and the undersigned shall be bound by the covenants, conditions, terms, stipulations, representations or warranties contained in this document.

ATTEST: [Signature]  
Asst. Vice President

MAIL TO:  
Bank of Chicago  
6353 W. 55th Street  
Chicago, IL 60638  
Attn: Commercial Loan Dept.

L139.93 - 4/93

Box 333

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STATE OF ILLINOIS )  
COUNTY OF COOK )

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I Joanne Scarlatis, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Mary Koehler, Vice President of Commercial National and Faye Nicolopoulos, Assistant V.P., 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 Assistant Vice President 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 29th day of July, 1993.



Joanne Scarlatis  
Notary Public

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

CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
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)

LOTS 3, 4, 5, 6, 7, 8 AND 9 IN BLOCK 65 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF NORTHWESTERN ELEVATED RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 4447 N. Kedzie, Chicago, IL.

- P.I.N. 13-13-125-002, AFFECTS LOT 3
- 13-13-125-003, AFFECTS LOT 4
- 13-13-125-004, AFFECTS LOTS 5 AND 6
- 13-13-125-005, AFFECTS LOT 7
- 13-13-125-006, AFFECTS LOTS 8 AND 9

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