

# UNOFFICIAL COPY

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## THIRD LOAN AMENDMENT AND ADVANCE AGREEMENT

This Third Loan Amendment and Advance Agreement is made and entered into as of this 3rd day of September, 1993, (the "Amendment") by and between Jesus Fernandez (the "Mortgagor") whose address is 3812 W. 64th St., Chicago, IL 60629 and U.S. Loan Limited Partnership, an Illinois limited partnership (the "Lender"), c/o 325 W. Huron, Suite 612, Chicago, IL 60610.

WITNESSETH:

DEPT-01 RECORDINGS \$43.50  
T0011 TRAN 6936 09/14/93 14:50:00  
#4946 # \*-93-735055  
COOK COUNTY RECORDER

**THAT WHEREAS,** to secure payment of a certain Promissory Note in the principal amount of Forty Thousand and No/100 Dollars (\$40,000.00) (the "Note") executed by said Mortgagor and dated August 12, 1993, Mortgagor heretofore executed a certain Mortgage in favor of Lender (the "Mortgage") dated August 12, 1993 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 19, 1993, as Document No. 93657748, granting a security interest to Lender in a certain real estate located in Cook County, Illinois (the "Property"), along with certain buildings and improvements, legally described as follows:

Lot 6 in Block 9 in Cook and McKinnon's 59th Street and Western Avenue Subdivision of the Southeast 1/4 of the Northeast 1/4 and of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 2413 W. 59th St., Chicago, IL 60629  
PIN: 19-13-407-005-0000

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**AND WHEREAS,** said Note was further secured by an Assignment of Rents and Leases (the "Assignment") dated August 12, 1993 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 19, 1993, as Document No. 93657749;

**AND WHEREAS,** Mortgagor entered into a Loan Amendment and Advance Agreement dated August 24, 1993 ("Advance"), increasing the principal amount of the loan to Forty Six Thousand and no/100 Dollars (\$46,000.00) and amending the monthly payments (a copy of the Advance is attached hereto as Exhibit A and made a part hereof);

**AND WHEREAS,** Mortgagor entered into a Second Loan Amendment and Advance Agreement dated August 27, 1993 ("Second Advance"), amending the loan documents by amending the monthly payments and increasing the principal amount of the loan to Sixty Thousand and no/100 Dollars (\$60,000.00) ("Principal Amount") (a copy of the Second Advance is attached hereto as Exhibit B and made a part hereof);

**AND WHEREAS,** in connection with the Loan, Mortgagor also signed an Environmental Indemnity Agreement, Closing Errors/Adjustments and a Statement of Purpose, in favor of the Lender, and dated August 12, 1993 (collectively, along with the Note, Mortgage and Assignment, Advance, Second Advance and any other documents defining Mortgagors obligations and securing and/or evidencing the Note are referred to hereinafter as the "Loan Documents");

**AND WHEREAS,** said Mortgage and Assignment securing the Note, as amended, are a valid and subsisting lien on the Property described therein and herein;

**AND WHEREAS,** the maturity date under the Note is August 1, 1998, unless due and payable earlier by reason of the acceleration of the maturity of the Note (the "Maturity Date");

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65750  
FIRST AMERICAN TITLE INSURANCE #

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**AND WHEREAS,** under the terms of the Note, the Mortgagor promises to pay to the order of Lender the Principal Amount together with interest on the unpaid principal balance at the rate of Eighteen percent (18%) per annum, prior to default, through August 30, 1994 and Twenty-four percent (24%) per annum, thereafter, prior to default, ("Note Interest Rate") until the Note, as amended, is paid in full. If not previously paid in full, all amounts remaining unpaid are due and payable on the Maturity Date.

**AND WHEREAS,** Mortgagor has requested that Lender make available to Mortgagor the additional sum of Ten Thousand and 00/100 Dollars (\$10,000.00) ("Third Advance") for the purpose of paying for supplies and labor to further rehab the Property;

**NOW, THEREFORE,** for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this specific reference.
2. **Additional Advance.** On the date hereof and pursuant to Paragraph 33 of the Mortgage regarding future advances, Mortgagor has requested and Lender has agreed to advance to Mortgagor the additional sum of Ten Thousand and 00/100 Dollars (\$10,000.00), thereby increasing the principal amount due under the Note from Sixty Thousand and no/100 Dollars (\$60,000.00) to Seventy Thousand and no/100 Dollars (\$70,000.00).
3. **Interest Rate.** Said Third Advance shall bear interest at the Note Interest Rate.
4. **Required Payments.** The Third Advance shall be made available to Mortgagor by Lender on the date hereof and shall bear interest at the Note Interest Rate as of September 1, 1993. Commencing with a payment on October 1, 1993, all accrued interest under the Note, the Advance, the Second Advance and Third Advance shall be paid in consecutive monthly installments of One Thousand Fifty and 00/100 Dollars (\$1,050.00) each, and on the first day of each month thereafter until and including the payment on September 1, 1994. Thereafter, principal (based on a four year amortization) and all accrued interest shall be paid in consecutive installments of Two Thousand Two Hundred Ninety Two and 11/100 Dollars (\$2,292.11) each, commencing on October 1, 1994, and on the first day of each month thereafter until the Maturity Date, at which time a final payment shall be due in the amount of the then outstanding principal balance under the Note, as amended, plus any accrued interest unless due and payable earlier by reason of the acceleration of the maturity of the Note. All payments shall be made payable to U.S. Loan Limited Partnership at the following address: U.S. Loan Limited Partnership, 325 W. Huron, Suite 612, Chicago, Illinois 60610, or at such other place as the Lender may designate by written notice to Borrower.
5. **Security.** The repayment of the Third Advance and interest thereon as set forth above shall be deemed to be secured by each and all of the Loan Documents and each and all of the Loan Documents shall be deemed amended by the execution hereof as required to conform with each and all of the terms hereof.
6. **Business Purpose.** Mortgagor represents and warrants to Lender that: (i) this Amendment and the rights and obligations of the parties hereunder and under the Loan Documents shall be governed by the laws of the State of Illinois, without reference to the conflict of law principles of such state; (ii) the obligations evidenced by this Amendment and the Loan Documents is

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an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. §1601, et. seq.; (iii) said obligation constitutes a business loan within the purview of Illinois Compiled Statutes Chapter 815, Act 205, Section 4; (iv) the proceeds of the indebtedness evidenced by this Amendment and the Loan Documents will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System; and (v) upon the date any amounts become due hereunder or any of the Loan Documents, Lender shall not have any obligation to refinance the indebtedness evidences by this Amendment and/or any of the Loan Documents or to extend further credit to Mortgagor.

7. No Defaults or Defenses. Mortgagor acknowledges that as of the date hereof, each and all of the Loan Documents are in full force and effect; each and all of the representations and warranties of Mortgagor, if any, made thereunder are true and correct as of the date hereof and shall be deemed remade as of the date hereof; Mortgagor has no claims of any kind or nature against Lender; Mortgagor has no defenses to any claims of Lender or to the enforcement of or offsets against any of the Loan Documents; and each and all of the Loan Documents and this Amendment are fully enforceable in accordance with their terms.

8. Forbearance. Mortgagor agrees that Lender shall not be required to make any further advances for such uses as stated above, nor shall this advance be construed as forbearance by the Lender.

9. Rights and Obligations. The Lender shall retain all of its rights and Mortgagor shall retain all of his obligations under the Loan Documents and this Amendment.

10. No Other Changes. Each and all of the Loan Documents shall be deemed amended as necessary or required to conform to the terms hereof. Except as modified herein, in all other respects, the Loan Documents and each of them shall remain the same and in full force and effect, as if fully restated herein, until full repayment of all indebtedness has been made.

IN WITNESS WHEREOF, the parties have executed this Amendment the date and year first above written.

MORTGAGOR:

Jesus Fernandez  
Jesus Fernandez

LENDER:

U.S. Loan Limited Partnership  
By: U.S. Loan Express, Inc.  
General Partner

By: Leon Heller  
Leon Heller, President

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## ACKNOWLEDGEMENTS

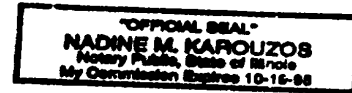
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 3rd day of September, 1993, before me personally appeared Jesus Fernandez, a resident of Illinois, to me known to be the person described in and who executed the foregoing Amendment, and acknowledged that he executed said instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Nadine M. Karouzos  
Notary Public

My Commission Expires: 10/19/95



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 3rd day of September, 1993, before me appeared Leon Heller, to me personally known who, being by me duly sworn, did say that he is the President of U.S. Loan Express, Inc., the sole General Partner of U.S. Loan Limited Partnership, and acknowledged that said instrument was signed in behalf of said Limited Partnership as the free act and deed of said General Partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Nadine M. Karouzos  
Notary Public

My commission expires: 10/19/95

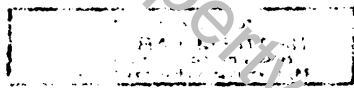


This Document prepared by and after recorded return to:

Leon Heller  
U.S. Loan Limited Partnership  
c/o 325 W. Huron, Suite 612  
Chicago, IL 60610

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## EXHIBIT A

### LOAN AMENDMENT AND ADVANCE AGREEMENT

This Loan Amendment and Advance Agreement is made and entered into as of this 24th day of August, 1993, (the "Amendment") by and between Jesus Fernandez (the "Mortgagor") whose address is 3812 W. 64th St., Chicago, IL 60629 and U.S. Loan Limited Partnership, an Illinois limited partnership (the "Lender"), c/o 325 W. Huron, Suite 612, Chicago, IL 60610.

#### **WITNESSETH:**

**THAT WHEREAS,** to secure payment of a certain Promissory Note in the principal amount of Forty Thousand and No/100 Dollars (\$40,000.00) (the "Note") executed by said Mortgagor and Mortgagor and dated August 12, 1993, Mortgagor heretofore executed a certain Mortgage in favor of Lender (the "Mortgage") dated August 28, 1991, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 19, 1993, as Document No. 93657748, granting a security interest to Lender in a certain real estate located in Cook County, Illinois (the "Property"), along with certain buildings and improvements, legally described as follows:

Lot 6 in Block 9 in Cobe and McKinnon's 59th Street and Western Avenue Subdivision of the Southeast 1/4 of the Northeast 1/4 and of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 2413 W. 59th St., Chicago, IL 60629  
PIN: 19-13-407-005-0000

**AND WHEREAS,** said Note was further secured by an Assignment of Rents and Leases (the "Assignment") dated August 12, 1993 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 19, 1993, as Document No. 93657749;

**AND WHEREAS,** in connection with the Loan, Mortgagor also signed an Environmental Indemnity Agreement, Closing Errors/Adjustments and a Statement of Purpose, in favor of the Lender, and dated August 12, 1993 (collectively, along with the Note, Mortgage and Assignment, and any other documents defining Mortgagors obligations, securing or evidencing the Note are referred to hereinafter as the "Loan Documents");

**AND WHEREAS,** said Mortgage and Assignment securing the Note are a valid and subsisting lien on the Property described therein and herein;

**AND WHEREAS,** the maturity date under the Note is August 1, 1998 (the "Maturity Date");

**AND WHEREAS,** Mortgagor has requested that Lender make available to Mortgagor the additional sum of Six Thousand and 00/100 Dollars (\$6,000.00) for the purpose of paying for supplies and labor to rehab the Property.

**AND WHEREAS,** under the terms of the Note, the Mortgagor promised to pay to the order of Lender the principal sum of Forty Thousand and 00/100 Dollars (\$40,000.00) together with interest on the unpaid principal balance from the date of the Note at the rate of Eighteen percent (18%) per annum, prior to default, through August 30, 1994 and Twenty-four percent (24%) per annum, thereafter, prior to default, ("Note Interest Rate") until the Note is paid in full. If not previously paid in full, all amounts remaining unpaid shall be due and payable on August 1, 1998 ("Maturity Date") unless due and payable earlier by reason of the acceleration of the maturity of the Note. Interest is computed on the basis of a 360-day year of twelve 30-day months.

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NOW, THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this specific reference.
2. Additional Advance. On the date hereof and pursuant to Paragraph 33 of the Mortgage regarding future advances, Mortgagor has requested and Lender has agreed to advance to Mortgagor the additional sum of Six Thousand and 00/100 Dollars (\$6,000.00) (the "Advance").
3. Interest Rate. Said Advance shall bear interest at the Note Interest Rate.
4. Required Payments. The Advance shall be made available to Mortgagor by Lender on the date hereof and shall bear interest at the Note Interest Rate. Interest from the date of disbursement under this Amendment to the first day of the following month shall be paid on the date the funds are disbursed. Commencing with a payment on October 1, 1993, all accrued interest under the Note and Advance shall be paid in consecutive monthly installments of Six Hundred Ninety and 00/100 Dollars (\$690.00) each, and on the first day of each month thereafter until and including the payment on September 1, 1994. Thereafter, principal (based on a four year amortization) and all accrued interest shall be paid in consecutive installments of One Thousand Four Hundred Ninety Nine and 68/100 Dollars (\$1,499.68) each, commencing on October 1, 1994, and on the first day of each month thereafter until the Maturity Date, at which time a final payment shall be due in the amount of the then outstanding principal balance under the Note and this Amendment, plus any accrued interest unless due and payable earlier by reason of the acceleration of the maturity of the Note.. All payments shall be made payable to U.S. Loan Limited Partnership at the following address: U.S. Loan Limited Partnership, 325 W. Huron, Suite 612, Chicago, Illinois 60610, or at such other place as the Lender may designate by written notice to Borrower.
5. Security. The repayment of the Advance and interest thereon as set forth above shall be deemed to be secured by each and all of the Loan Documents and each and all of the Loan Documents shall be deemed amended by the execution hereof as required to conform with each and all of the terms hereof.
6. Business Purpose. Mortgagor represents and warrants to Lender that: (i) this Amendment and the rights and obligations of the parties hereunder and under the Loan Documents shall be governed by the laws of the State of Illinois, without reference to the conflict of law principles of such state; (ii) the obligations evidenced by this Amendment and the Loan Documents is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. §1601, et. seq.; (iii) said obligation constitutes a business loan within the purview of Illinois Compiled Statutes Chapter 815, Act 205, Section 4; (iv) the proceeds of the indebtedness evidenced by this Amendment and the Loan Documents will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System; and (v) upon the date any amounts become due hereunder or any of the Loan Documents, Lender shall not have any obligation to refinance the indebtedness evidences by this Amendment and/or any of the Loan Documents or to extend further credit to Mortgagor.
7. No Defaults or Defenses. Mortgagor acknowledges that as of the date hereof, each and all of the Loan Documents are in full force and effect; each and all of the representations and warranties of Mortgagor, if any, made thereunder are true and

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correct as of the date hereof and shall be deemed remade as of the date hereof; Mortgagor has no claims of any kind or nature against Lender; Mortgagor has no defenses to any claims of Lender or to the enforcement of or offsets against any of the Loan Documents; and each and all of the Loan Documents and this Amendment are fully enforceable in accordance with their terms.

8. Forbearance. Mortgagor agrees that Lender shall not be required to make any further advances for such uses as stated above, nor shall this advance be construed as forbearance by the Lender.

9. Rights and Obligations. The Lender shall retain all of its rights and Mortgagor shall retain all of his obligations under the Loan Documents except as modified herein.

10. No Other Changes. Each and all of the Loan Documents shall be deemed amended as necessary or required to conform to the terms hereof. Except as modified herein, in all other respects, the Loan Documents and each of them shall remain the same and in full force and effect, as if fully restated herein, until full repayment of all indebtedness has been made.

IN WITNESS WHEREOF, the parties have executed this Amendment the date and year first above written.

MORTGAGOR:

Jesus Fernandez  
Jesus Fernandez

LENDER:

U.S. Loan Limited Partnership  
By: U.S. Loan Express, Inc.  
General Partner

By: Leon Heller  
Leon Heller, President

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## ACKNOWLEDGEMENTS

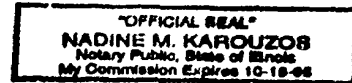
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 24th day of August, 1993, before me personally appeared Jesus Fernandez, a resident of Illinois, to me known to be the person described in and who executed the foregoing Amendment, and acknowledged that he executed said instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Nadine M. Karouzos  
Notary Public

My Commission Expires: 10/19/95



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 24th day of August, 1993, before me appeared Leon Heller, to me personally known, who, being by me duly sworn, did say that he is the President of U.S. Loan Express, Inc., the sole General Partner of U.S. Loan Limited Partnership, and acknowledged that said instrument was signed in behalf of said Limited Partnership as the free act and deed of said General Partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Nadine M. Karouzos  
Notary Public

My commission expires:

10/19/95



This Document prepared by and after recorded return to:

Leon Heller  
U.S. Loan Limited Partnership  
c/o 325 W. Huron, Suite 612  
Chicago, IL 60610



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## EXHIBIT B

### SECOND LOAN AMENDMENT AND ADVANCE AGREEMENT

This Loan Amendment and Advance Agreement is made and entered into as of this 27th day of August, 1993, (the "Amendment") by and between Jesus Fernandez (the "Mortgagor") whose address is 3812 W. 64th St., Chicago, IL 60629 and U.S. Loan Limited Partnership, an Illinois limited partnership (the "Lender"), c/o 325 W. Huron, Suite 612, Chicago, IL 60610.

#### WITNESSETH:

**THAT WHEREAS**, to secure payment of a certain Promissory Note in the principal amount of Forty Thousand and No/100 Dollars (\$40,000.00) (the "Note") executed by said Mortgagor and dated August 12, 1993, Mortgagor heretofore executed a certain Mortgage in favor of Lender (the "Mortgage") dated August 12, 1993 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 19, 1993, as Document No. 93657748, granting a security interest to Lender in a certain real estate located in Cook County, Illinois (the "Property"), along with certain buildings and improvements, legally described as follows:

Lot 6 in Block 9 in Cobe and McKinnon's 59th Street and Western Avenue Subdivision of the Southeast 1/4 of the Northeast 1/4 and of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 2413 W. 59th St., Chicago, IL 60629  
PIN: 19-13-407-005-0000

**AND WHEREAS**, said Note was further secured by an Assignment of Rents and Leases (the "Assignment") dated August 12, 1993 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 19, 1993, as Document No. 93657749;

**AND WHEREAS**, Mortgagor entered into a Loan Amendment and Advance Agreement dated August 24, 1993 ("Advance"), increasing the principal amount of the loan to Forty Six Thousand and no/100 Dollars (\$46,000.00) ("Principal Amount");

**AND WHEREAS**, in connection with the Loan, Mortgagor also signed an Environmental Indemnity Agreement, Closing Errors/Adjustments and a Statement of Purpose, in favor of the Lender, and dated August 12, 1993 (collectively, along with the Note, Mortgage and Assignment, Advance and any other documents defining Mortgagors obligations and securing and/or evidencing the Note are referred to hereinafter as the "Loan Documents");

**AND WHEREAS**, said Mortgage and Assignment securing the Note are a valid and subsisting lien on the Property described therein and herein;

**AND WHEREAS**, the maturity date under the Note is August 1, 1998, unless due and payable earlier by reason of the acceleration of the maturity of the Note (the "Maturity Date");

**AND WHEREAS**, Mortgagor has requested that Lender make available to Mortgagor the additional sum of Fourteen Thousand and 00/100 Dollars (\$14,000.00) ("Second Advance") for the purpose of paying for supplies and labor to further rehab the Property.

**AND WHEREAS**, under the terms of the Note, the Mortgagor, and the Advance, Mortgagor promised to pay to the order of Lender the Principal Amount together with interest on the unpaid principal balance at the rate of Eighteen percent (18%) per annum, prior to default, through August 30, 1994 and Twenty-four percent (24%) per annum, thereafter, prior to default, ("Note Interest Rate") until

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the Note and the Advance are paid in full. If not previously paid in full, all amounts remaining unpaid shall be due and payable on Maturity Date.

AND WHEREAS, Mortgagor has requested this Second Advance against the Note for the purpose of paying for supplies and labor for continuing rehab of the Property;

NOW, THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this specific reference.
2. Additional Advance. On the date hereof and pursuant to Paragraph 33 of the Mortgage regarding future advances, Mortgagor has requested and Lender has agreed to advance to Mortgagor the additional sum of Fourteen Thousand and 00/100 Dollars (\$14,000.00).
3. Interest Rate. Said Second Advance shall bear interest at the Note Interest Rate.
4. Required Payments. The Second Advance shall be made available to Mortgagor by Lender on the date hereof and shall bear interest at the Note Interest Rate. Interest from the date of disbursement under this Amendment to the first day of the following month shall be paid on the date the funds are disbursed. Commencing with a payment on October 1, 1993, all accrued interest under the Note, the Advance and the Second Advance shall be paid in consecutive monthly installments of Nine Hundred and 00/100 Dollars (\$900.00) each, and on the first day of each month thereafter until and including the payment on September 1, 1994. Thereafter, principal (based on a four year amortization) and all accrued interest shall be paid in consecutive installments of One Thousand Nine Hundred Sixty One and 93/100 Dollars (\$1,961.93) each, commencing on October 1, 1994, and on the first day of each month thereafter until the Maturity Date, at which time a final payment shall be due in the amount of the then outstanding principal balance under the Note, as amended, plus any accrued interest unless due and payable earlier by reason of the acceleration of the maturity of the Note. All payments shall be made payable to U.S. Loan Limited Partnership at the following address: U.S. Loan Limited Partnership, 325 W. Huron, Suite 612, Chicago, Illinois 60610, or at such other place as the Lender may designate by written notice to Borrower.
5. Security. The repayment of the Second Advance and interest thereon as set forth above shall be deemed to be secured by each and all of the Loan Documents and each and all of the Loan Documents shall be deemed amended by the execution hereof as required to conform with each and all of the terms hereof.
6. Business Purpose. Mortgagor represents and warrants to Lender that: (i) this Amendment and the rights and obligations of the parties hereunder and under the Loan Documents shall be governed by the laws of the State of Illinois, without reference to the conflict of law principles of such state; (ii) the obligations evidenced by this Amendment and the Loan Documents is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. §1601, et. seq.; (iii) said obligation constitutes a business loan within the purview of Illinois Compiled Statutes Chapter 815, Act 205, Section 4; (iv) the proceeds of the indebtedness evidenced by this Amendment and the Loan Documents will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System; and (v) upon the date any amounts become due hereunder or any of the Loan Documents, Lender shall not have any

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obligation to refinance the indebtedness evidences by this Amendment and/or any of the Loan Documents or to extend further credit to Mortgagor.

7. No Defaults or Defenses. Mortgagor acknowledges that as of the date hereof, each and all of the Loan Documents are in full force and effect; each and all of the representations and warranties of Mortgagor, if any, made thereunder are true and correct as of the date hereof and shall be deemed remade as of the date hereof; Mortgagor has no claims of any kind or nature against Lender; Mortgagor has no defenses to any claims of Lender or to the enforcement of or offsets against any of the Loan Documents; and each and all of the Loan Documents and this Amendment are fully enforceable in accordance with their terms.

8. Forbearance. Mortgagor agrees that Lender shall not be required to make any further advances for such uses as stated above, nor shall this advance be construed as forbearance by the Lender.

9. Rights and Obligations. The Lender shall retain all of its rights and Mortgagor shall retain all of his obligations under the Loan Documents except as modified herein.

10. No Other Changes. Each and all of the Loan Documents shall be deemed amended as necessary or required to conform to the terms hereof. Except as modified herein, in all other respects, the Loan Documents and each of them shall remain the same and in full force and effect, as if fully restated herein, until full repayment of all indebtedness has been made.

IN WITNESS WHEREOF, the parties have executed this Amendment the date and year first above written.

MORTGAGOR:

  
Jesus Fernandez

LENDER:

U.S. Loan Limited Partnership  
By: U.S. Loan Express, Inc.  
General Partner

By:   
Leon Heller, President

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## ACKNOWLEDGEMENTS

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 27th day of August, 1993, before me personally appeared Jesus Fernandez, a resident of Illinois, to me known to be the person described in and who executed the foregoing Amendment, and acknowledged that he executed said instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Nadine M. Karouzos  
Notary Public

My Commission Expires: 10/19/95



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 27th day of August, 1993, before me appeared Leon Heller, to me personally known, who being by me duly sworn, did say that he is the President of U.S. Loan Express, Inc., the sole General Partner of U.S. Loan Limited Partnership, and acknowledged that said instrument was signed in behalf of said Limited Partnership as the free act and deed of said General Partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Nadine M. Karouzos  
Notary Public

My commission expires: 10/19/95



This Document prepared by and after recorded return to:

Leon Heller  
U.S. Loan Limited Partnership  
c/o 325 W. Huron, Suite 612  
Chicago, IL 60610

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