A MEN DME V (LID) MYAYU KAGE

, 19<u>93</u> BIRT WORM TRANSMINA BIRT 4131 day of JUNE by and between BANK OF CHICAGO 1/k/b BANK OF CHICAGO / GARFTELD RINGE, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED 5/28/92. KNOWN AS TRUST # 92-5-4 (hereinafter referred as "Mortgagor") and BANK OF CHICAGO 1/k/a BANK OF CHICAGO / LITTLE VILLAGE (hereinafter referred to as "Mortgagee").

WITNESSETH:

X WHEREAS, the Mortgagee is the holder and owner of a certain Mortgage (hereinafter referred to as the "Mortgage") securing a Secured Business Note(hereinafter referred to as the "Note") in the original principal sum of FIGHTY THOUSAND AND 00/100-(\$80,000.00) from the Mortgagov dated JUNE 4, 1993 payable to the order of the Mortgagee; and

JUNE 19 1992 WHEREAS, the Mortgage was recorded with the Recorder of Deeds $V_{
m c}$ of $\underline{
m conveyed}$ County, Illinois as document No. $\underline{92446285}$ and conveyed the real estate described below:

LOTS 27, 28, 29 AND 30 IN LOGAN SQUARE ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOT 3 IN COUNTY CLERKS DIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25 TOWNSHIP 40 NORTH, RANGE 13, RAST OF ANY THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. > put

Property Address: 2529 NORTH MILWAUKEE AVE., CHICAGO IL 60647 P.I.N. # 13-25-315-033 AND 034

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note of JUNE 4, 1994 ;

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement changing the default interest rate on the note as follows:

Interest shall accrue at a rate equal to 7.00 % per annum above the Prime Rate as identified by the Lender from time to time as its Prime Rate(the "Default Rate") provided however, that at no time shall the Default Rate be less than 13.00% per annum. The Default The Default Rate shall change on the same date that the Prime Rate changed unless a change in the Prime Rate would cause the Default Rate to become the than 13.00% per annum. The Prime Rate is one of the Bank's index rate and merely serves as a basis under which effective rates of interest are calculated for loans making reference thereof and may not be the lowest or being rate at which the Bank calculates interest or extends credit.

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

- 1. The Maturity Date of the Note as reflected on the Mortgage is hereby changed to JUNE 4, 1994 .
- 2. The Default Interest Rate of the Note as reflected on the Mirtgage is hereby changed the following: to the following:

Interest shall accrue at a rate equal to 7.00% per annum above the Frine Rate as identified by the Lender from time to time as its Prime Rate(the "Default Pito") provided to however, that at no time shall the Default Rate be less than 13.00% per annum. The Default Rate shall change on the same date that the Prime Rate changed unless a charge in the Prime Rate would cause the Default Rate to become less than 13.00% per annum. The Frime Rate is one of the Bank's index rates and merely serves as a basis under which effective wates of interest are calculated for loans making reference thereof and may not be the lowest or best rate at which the Bank calculates interest or extends credit.

(continued on reverse side)

EXONER TION PROVISION RESTRICTING ANY LIABILITY OF BANK OF CHICAGO STATED ON THE REVERSE SIDE HEREOF IS HEREBY EXPRESSLY MADE A PART HEREOF.

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EBINE UNOFFICIAL COPY

This Document is signed by BANK OF CHICAGO, 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 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 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 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 as Trustee's exculpatory clause shall be controlling in the event of a

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- This Agreement shall be attached to and made a part of the Mortgage.
- 6. Mortgagor warrants that the Mortgage, as modified hereby, is valid, binding and enforceable according to its terms.

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

written. BANK OF CHICAGO 1/k/a BANK OF CHICAGO/ GARFIELD RIDGE, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED 5/28/92, KNOWN AS TRUST NO., 92-5-4 Land Trust Office - somace ACCEPTED: BANK OF CHICAGO Monald DONALD A. STANCZYI SENIOR VICE PRESIDENT INDIVIDUAL ACKNOWLEDGMENT STATE OF ILLINOIS) 88. 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 DONALD A. STANCZYK known to me to be the same person(s) whose name is subscribed to the foregoing instrument and acknowledges that he signed and delivered the wid instrument as his own free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal this 4th day of him. , 1993. Dolar Dr. Garil OFFICIAL SEAL

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My Commission Explanation Expl Notary Fublic CORPORATIE ACKNOWLEDGMENT STATE OF ILLINOIS) SS COUNTY OF COOK , a Notary Public in and for the said County, in the State the undersigned aforesaid, DO CERTIFY that before me this day personally appeared Georgeann Comiso and Rosemarie J. Baran known to me to be the Land Trust Cificer and Land Trust Offic Secretary of Bank of Chicago f/k/a Garfield *, a corporation, and admowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth. *Ridge Trust & Savings Bank Given under my hand and notarial seal this 4th day of June , 1993. Doloran m. Ose OFFICIAL SEAL DOLOSIS M. REINKE NOTARY PUBLIC: STATE OF ILLINOIS MY COMMUSION EXPIRES 3/21/04 Notary Public My Commission Expires: march 21 1974 This instrument was prepared by: Bank of Chicago 6353 W. 55th St., Chicago II. 60638

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