93079HAOFFICIAL COPY

THIS AMENDMENT made this, 28th day of September, 1992 by and betweenBANK OF CHICAGO/Bank of Chicago/Garfield Ridge t/k/n Carfield Ridge Trust & Savings Bank, not personally, but as Trustee under Trust #65-6-4 (hereinefter referred as "Mortgagor") and Bank of Chicago/Garfield Ridge hereinefter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgages is the holder and owner of a certain Mortgage (hereinafter reserved to as the "Mortgage") securing a Secured Business Note hereinafter referred to as the "Note") in the original principal sum of Nine Hudres Eighteen Thousand Nine Hudred Eight and 96/400 Collers-----(\$18,908:96)) from the Mortgagor dated __June 30, 1992 psyable to the order of the Mortgages; and

WERREAS, the Mortgage and Assignment of Rents was recorded September 28, 1989 with the Recorder of Deads of Cook County, Illinois as document No.59459184 & 89459185 and conveyed the real Atabe described below:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

P.I.N. \$19-10-317-078 079, 080
PROPERTY ADDRESS: 4755 M. 53rd Street & 5301 through 5323 S. Cicero Ave., Chicago II, 1962/EAS, the Note 100 been modified pursuant to a Note Modification Agressent amending the materity date of the 18th to January 1, 1994

WEFFEAS, the Note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to P-2/A Dig. and

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

Interest shall occurs at a rate equal to $\frac{5.00}{100}$ t per armum above the Prime Rate as identified by the Lander from time to time as its Prime Rate(the "Default Rate") provided however, that at no time shall the Default Rate be less tran 12.00% per armum. The Default Rate shall change on the same data that the Prime Rate changed unless a change in the Prime Rate would cause the Default Rate to become less than 12.00% per armum. The Prime Rate is one of the Bark's index rates and marely serves as a basis under which effective rates of interest are calculated for losses making reference thereof an interest or best rate at which the Bank calculates interest or extends credit

WHEREAS, the Note has been modified pursuant to a WATE Modification Agreement amending the monthly payment amount of the Note to \$9,320,00 . Depinning February 1, 1993.

NOW THEREFORE, in consideration of Ten and no/100 Dollers (\$10.00) and other good and revaluable consideration, receipt of which is hereby acknowledged, and in further focusideration of the mutual promises contained herein, Mortgages and Mortgagor agree as Contained levels.

- 2. The Interest Rate of the Note as reflected on the Mortgage is here? changed to $P_{\rm Line} + 2.00$ fltg.
- 3. The Default Interest Rate of the Note as reflected on the Mortgage is reby changed to the following:

Interest shall accrue at a rate equal to 6.00 % per annum above the Prima Rate as identified by the Lender from time to time as its Prima Rate(the "Default Rate") provided however, that at no time shall the Default Rate be less than 12.00% per annum. The Default Rate shall change on the same date that the Prima Rate changed unless a change in the Prima Rate would cause the Default Rate to become less than 12.00% per annum. The Prima Rate is one of the Bank's index rates 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 best rate at which the Bank calculates interest or extends credit.

- 4. The monthly payment amount of the Note as reflected on the Mortgage is hereby amended to \$9,300.00 . beginning February 1, 1993.
- 5. The mortgages has consented to the contract sale of the premises only under Articles of Agreement. All other terms, provisions and conditions of the Mortgage modified are hereby confirmed.

(continued on reverse side)

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK OF CHICAGO-STATED AT THE POSTON OF THIS TAGE IS HEARBY EXPRESSLY MADE A PART HEREOF.

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

IN WITNESS WHEREOF, this Agr	reement has been executed as of the day and year first above
written.	
a All Acillan	BANK OF CHICAGO f/k/a
a for ware	Bank of Chicago/Garfield
John J. Waner	Ridge f/k/a Garfield Ridge Trust & Savings
Q Mana M. Winer	Bank, not personally, but as Trustee under
Anna M. Waner	Trust #85-6-4
ACCEPTED:	By: Jamain Jan
.,	Land Trust Officer
BANK OF CHICAGO/GARFIELD RIDGE	
	ATTEST:
V	By: Wording
BY: lessen figures yes	Assistant Vice President
Terrence Superczy, ski, Senior	Vice President
	INDIVIDUAL ACKNOWLESCHENT DEPT-01 RECORDING \$33.0
SINTE OF ILLINOIS)	. T#0010 TRAN #471 01/28/93 12:00:00
) SS.	\$3222 ÷ #~93-073548
COUNTY OF COOK	. COOK COUNTY RECORDER
7	
I,a	Notary Public in and for the said County, in the State
aforesaid, DO CERTIFY that before	The this day personally appeared
known to me to be the same person	n(s) whose name is subscribed to the foregoing instrument
and acknowledges that he signed a	and danvered the said instrument as his own free and
voluntary act, for the uses and	purposes therein set forth.
Given under my hand and notarial	seal this, day of, 19
	4
	Makasa Sahala
My Commission Expires:	Notary Public
is commenced before	
	CORPORATE ACKNOWLED IN DWT
STATE OF TLLINOIS)	93073548
) SS COUNTY OF COOK)	950
COUNTY OF COOK)	<u> </u>
T. the undersigned a	Notems Dubling in and for the guilt country in the characters
aforesaid. DO CERPIFY that before	me this day normally appeared Posemarie J. Baran
and June A. Novotny	Notary Public in and for the said County, in the State me this day personally appeared Pasemarie J. Baran known to me to be the Land Trust Officer
and Ass't. Vice Pres Sucrementy	of BANK OF CHICAGO . a corroration
and acknowledged that he signed a	nd 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.	
Given under my hand and notarial	seal this 31st day of <u>December</u> , 1992
	Dalmi in Ru 1
	Notary Public
My Commission Expires:	NOCALY PUBLIC
much 21, 1994	
	· · · · · · · · · · · · · · · · · · ·
This instrument was prepared by:	Bank of Chicago/Garfield Ridge
•	6359 W. 58th St., Chicago II. 60638
OFFICIAL NEAL	
DOLORNS M. RECKICE	
I MOVED OF BUILDING OF BUILDING	This Document is signed by BANK OF CHICAGO, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust
	to office and the series indications indicated in the confidencial and a confidencial and a confidencial

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 sarnings, avails, or proceeds of any heal 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 vaived by the parties hereto and their respective successors and assigns. All varranties, 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.

85554066

LOTS 9, 10, 11 IN BLOCK 21 IN W. F. KAISER AND COMPANY'S ARDALE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY) EXCEPT THAT PART OF SAID LOTS 9, 10 AND 11 AFORESAID LYING WEST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT 11, SAID POINT BEING 17 FEET EAST OF THE NORTH WEST CORNER OF LOT 11 AS ORIGINALLY PLATTED TO A POINT IN THE SOUTH LINE OF LOT 9 SAID POINT BEING 32 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT. 9 AS ORIGINALLY PLATTED

ALSO

LOTS 12, 13. 14 AND 15 IN BLOCK 21 IN W. F. KAISER AND COMPANY'S ARDALE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WIST LINE OF SAID SECTION 10 (WHICH LINE IS LIKEWISE 17 FEET EAST OF THE WEST LINE OF SAID LOTS 12, 13, 14 AND 15 AS ORIGINALLY PLATTED) SITUATED IN THE COUNTY OF COOK STATE OF ILLINOIS

ALSO

LOTS 16 AND 17 (EXCEPT STREET) IN BLOCK 21 IN W. F. KAISER AND COMPANY'S ARDALE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 1) (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

Street Address: 4755 West 53rd Street and 5300 through 5323 South Cicero Avenue, Chicago, Illinois

P I.M 19 10 317 078, 079 and 080

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