

UNOFFICIAL COPY

C.B. Johnson

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FIRST AMENDMENT TO ASSIGNMENT OF LEASE

2060764

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASE, made this 19th day of February, 1993, by and between HARRIS TRUST AND SAVINGS BANK ("Assignee"), the owner and holder of the Note hereinafter described, and JOSEPH B. STARSHAK, maker of said Note ("Borrower"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the Note dated February 19, 1988, in the original amount of \$250,000.00 (the "Note"), secured by, inter alia, an Assignment of Lease ("Assignment") dated February 19, 1988 and recorded March 14, 1988, in the office of the Recorder of Deeds of Cook County, Illinois as document number 88106404 conveying to HARRIS TRUST AND SAVINGS BANK all right, title and interest of Joseph B. Starshak, as assignor, in, under or pursuant to that certain Proprietary Lease originally dated March 1, 1951 and originally executed by and between 1335 Astor Cooperative Building, Inc. and Daisy V. Trade and assigned to Assignor relating to that certain real estate in Cook County, Illinois described as follows:

THAT CERTAIN PROPERTY KNOWN AS APARTMENT 6C, 1335 NORTH ASTOR, CHICAGO, ILLINOIS AND LOCATED ON THE REAL ESTATE MORE PARTICULARLY DESCRIBED AS FOLLOWS TOGETHER WITH ANY AND ALL GARAGE FACILITIES LOCATED THEREON TO WHICH ASSIGNOR IS ENTITLED:

LOTS 4, 5, 6, 7 AND 8 IN OWNERS RESUBDIVISION OF THE WEST 125 FEET OF LOTS 37 AND 38 IN ASTORS ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-03-105-009-0000, 17-03-105-010-0000, 17-03-105-011-0000, 17-03-105-012-0000, 17-03-105-013-0000. \$25.00  
\$8806 \* - 93-157813  
COOK COUNTY RECORDER

COMMON ADDRESS: Apt. 6C, 1335 North Astor, Chicago, Illinois 60610

2. The amount remaining unpaid on the Note is \$100,000.00 93157813

3. Said remaining indebtedness shall be paid on or before February 19, 1998 (the "extended maturity date") and the Borrower in consideration of such extension promises and agrees to pay the entire indebtedness secured by, inter alia, said Assignment dated February 19, 1988 as and when therein provided, as hereby extended, and to pay interest thereon until maturity as hereby extended at the rate provided in said Note.

4. If any part of said indebtedness or interest thereon is not paid at the extended maturity date, or if default in the performance or any other covenant of the Borrower shall occur under the Assignment, or if any other default shall occur under the Note or Assignment, the entire principal sum secured by said Assignment, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of the Note, become and be due and payable, in the same manner as if said extension had not been granted.

5. This agreement is supplementary to said Assignment. All the provisions thereof and of the Note, including the right to declare principal and accrued interest due for any cause specified in said Assignment or Note, shall remain in full force and effect except as herein expressly modified, it being the express intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this agreement. The provisions of this agreement shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Borrower. The Borrower hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Borrower consists of two or more persons, their liability hereunder shall be joint and several.

Joseph B. Starshak  
Joseph B. Starshak

This instrument prepared by: Michael Obremski, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, IL 60603

25 DOK

MAIL TO: →

BOX 352



WAIVER OF HOMESTEAD RIGHTS

The undersigned, spouse of Borrower/Assignor, hereby waives any and all rights of homestead, whether presently existing or existing in the future, in the premises which are the subject of this First Amendment to Assignment of Lease. The undersigned executes this First Amendment to Assignment of Lease for the purpose of this waiver and for no other purpose.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above written.

Mary Clare Starshak  
Mary Clare Starshak

ACCEPTED:

HARRIS TRUST AND SAVINGS BANK

By: Carol B. Johnson  
Carol B. Johnson  
Its: Vice President

ATTEST  
By: [Signature]  
Its: V.P.

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PROPERTY OF THE COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK

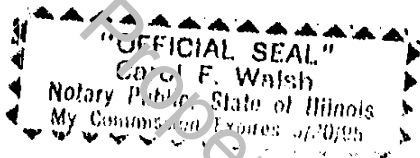
Property of Cook County Clerk's Office

# UNOFFICIAL COPY 3

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, CAROL F. WALSH a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH STANISLAW AND MARY C. STANISLAW, personally known to me to be the same person(s) those name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 19 day of FEBRUARY, 1993.



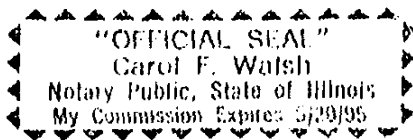
Carol F. Walsh

STATE OF ILLINOIS)  
COUNTY OF COOK)

I, CAROL F. WALSH a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Carol B. Johnson, Vice President of HARRIS TRUST AND SAVINGS BANK and FRED T. HOOPE Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice Presidents 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 and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that, as custodian on the corporate seal of said Corporation, she/he did affix said corporate seal to said instrument as her/his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of February, 1993.

93157813



Carol F. Walsh  
Notary Public

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