



When recorded return to:
Citicorp Mortgage, Inc.
Mail Station 312
P. O. Box 790012
St. Louis, MO 63179-0012

* Lot 12 in Block 2 in J.E. Merrion and Company's Beverly View, being a Subdivision of the West 1/2 of the West 1/2 of the North East 1/4 of the North West 1/4 of Section 1, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

FIRST AMENDMENT TO NOTE AND MORTGAGE

This First Amendment, made and entered into as of this 4 day of September, 1992 by and between William A. Schlegal ("Borrower") and Citicorp Mortgage, Inc. ("CMI"), a Delaware corporation

WITNESSETH:

WHEREAS, CMI is the holder or servicer of a Note executed by Borrower dated July 1, 1973 ("Note") secured by a Mortgage recorded or registered with the Cook County Recorder of Deeds as Document Number 775-10, 597-4 ("Mortgage") relating to the property commonly known as 8845 South Sacramento, Evergreen Park, Illinois and Pin # 24-01-112-012 * See Legal Description Above

WHEREAS, Borrower proposes to convey the property which is the subject of the Mortgage to an Illinois land trust or inter vivos trust with First National Bank of Evergreen Park as Trustee under a Trust Agreement dated January 25, 1992, and known as Trust No. 12220, in which the Borrower shall be a beneficiary(ies); and

WHEREAS, such conveyance by Borrower is in violation of the terms of the Note and the Mortgage; and

WHEREAS, CMI, without waiving or amending any term or provision of the Note or Mortgage, is willing to consent to such conveyance but only on the following terms and conditions;

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Borrower is hereby given consent to convey the property which is the subject of the Mortgage to the above mentioned Illinois land trust or inter vivos trust with a trustee reasonably acceptable to CMI. If such conveyance is to an Illinois land trust, borrower will, as additional security to the indebtedness evidenced by the Note, prepare and deliver to CMI simultaneously with the establishment of such Illinois land trust a Second Collateral Assignment of the Beneficial Interest of such Illinois land trust in the form provided by CMI which shall have been duly accepted by the land trustee. Any act of default under either the terms of the Note or Mortgage shall be an act of default under the terms of this First Amendment to Note and Mortgage. This First Amendment to Note and Mortgage shall be a Security Agreement under the terms of the Uniform Commercial Code.

2. The following provision is hereby added to the Note and Mortgage:

"It shall be an act of default by the Borrower under the terms of the Note and Mortgage, allowing CMI to accelerate any and all amounts due thereunder and to foreclose the Mortgage, if all or any part of the beneficial interest of the Borrower in the Illinois land trust or inter vivos trust which holds title to the property which is the subject of the Mortgage is contracted to be assigned, conveyed, or sold or is assigned, conveyed, sold, or in any other manner transferred from the Borrower to any other individual, corporation, partnership, person, or entity (other than the first collateral assignee as agreed to by CMI on the Second Collateral Assignment of the Beneficial Interest so stated in Item #1 of this Amendment if the conveyance is to an Illinois land trust). CMI shall be notified prior to the change of residence of the current Borrower."

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UNOFFICIAL COPY

3. In all other respects, the terms of the Note and Mortgage shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

Borrower:
BY: William A. Schlegal
William A. Schlegal

Lender/Service: (SEAL)
CITICORP MORTGAGE, INC.
BY: John Corio, Assistant Vice President
ATTEST: Judy Alvernia, Assistant Secretary

ATTEST: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in or for said County, the State aforesaid, do hereby certify that WILLIAM A SCHLEGAL, personally known to me to be the same person(s) whose 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 the right of homestead.

Given under my hand and official seal, this 20th day of September, 19 92.

OFFICIAL SEAL
Carole J. Vinci
Notary Public, State of Illinois
My Commission Expires 8/26/96

Carole J. Vinci
NOTARY PUBLIC

My Commission Expires:
8-26-96

DEPT-01 RECORDINGS \$23.00
T#9999 TRAN 5066 03/16/10 10:57:00
#4221 # *-10-195561
COOK COUNTY RECORDER

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

I, the undersigned, a Notary Public in or for the County and State aforesaid, do hereby certify that _____, personally known to me to be an Assistant Vice President of Citicorp Mortgage, Inc., a Delaware corporation, and _____, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Assistant Vice President and Assistant Secretary, they signed and delivered the said instrument as Assistant Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19 _____.

(SEAL)

NOTARY PUBLIC

My Commission Expires:
