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AMENDMENT TO MORTGAGE

DONALD S. FELDMAN & GAIL S. FELDMAN, HIS WIFE

This Amendment to Mortgage ("Amendment") is entered into between and (strike if title is not held in an Illinois land trust) (the "Trustee"), not personally but as Trustee under a Trust Agreement dated and known as Trust No. (herein each of DONALD S. & GAIL S. FELDMAN and the Trustee, if any, are individually and collectively and jointly and severally referred to as "Borrower") and ST. PAUL FEDERAL BANK FOR SAVINGS, whose address is 6700 West North Avenue, Chicago, Illinois 60635 (herein "Lender") is entered into on this 16th day of March, 1993;

WITNESSETH:

WHEREAS, Borrower has executed and delivered that certain Variable Interest Rate Promissory Note dated FEBRUARY 24, 1993 payable to Lender in the original principal amount of \$ 28,000.00 (the "Note") to evidence certain indebtedness arising under a revolving credit account established with Lender the ("Account");

WHEREAS, Borrower has executed that certain Mortgage to secure a Revolving Line of Credit dated FEBRUARY 24, 1988 and recorded (registered) in COOK County Recorder's Office on FEBRUARY 25, 1988 as Document No. 88082339 in Book Page and/or filed as Document No. in the County Registrar's Office on, 19, encumbering certain real property legally described on Schedule I, attached hereto and incorporated herein, in order to secure all sums payable under the Note (the "Mortgage"); and

WHEREAS, Borrower and Lender have executed that certain Amended and Restated Variable Interest Rate Promissory Note of even date herewith (the "Amended and Restated Note") which Amended and Restated Note provides, among other changes, for an extension of the maturity date of the Note, an increase in the principal amount of the Note (strike if inapplicable), and a new interest rate index applicable to the principal of the Note.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and Lender hereby agree that the Mortgage shall be and hereby is amended as follows:

- 1. The fourth grammatical paragraph of the first page of the Mortgage is hereby deleted in its entirety and the following is substituted in its stead:

To secure to Lender on condition of the repayment of REVOLVING LINE OF CREDIT indebtedness evidenced by Borrower's Amended and Restated Variable Interest Rate Promissory Note dated March 16, 1993 (such note together with any and all amendments, extensions or restatements thereof is collectively referred to herein as the "Note") in the principal amount sum of U.S. \$ 28,000.00 (the "Maximum Credit"), or so much thereof as may be advanced and outstanding, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained herein and in the Note, provided that the maximum amount secured hereby shall be as set forth in paragraph 20 below:

- 2. Subsections 18a and 18b are deleted in their entirety and the following is substituted in its stead:

18.a Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Mortgage: (1) Borrower fails to make any payment due under the Note, (2) Borrower shall act or fail to act in a way that adversely affects any of the Lender's security under this Mortgage or any of the borrower's interest in the Property, or (3) any application or statement furnished by Borrower to Lender in connection with the loan evidenced by the Note is found to be materially false (Items 1 through 3, inclusively, are collectively referred to as "Events of Default"). The Lender's security shall be presumed to be adversely affected if (a) Borrower further encumbers the Property, except such liens and encumbrances subordinate to this Mortgage; (b) Borrower is in default or an action is filed alleging a default under any credit instrument or mortgage evidenced or securing an obligation of the Borrower whose lien has or appears to have any priority over the lien of this Mortgage; or (c) Borrower fails to comply with any covenant contained in this Mortgage.

18.b Remedies. Upon the occurrence of an Event of Default hereunder the Lender may, at its sole option, refuse to make any further advances in accordance with the terms and provisions of the Note or may demand payment of the full unpaid amount under the Note together with accrued interest and any and all expenses secured hereunder. If Borrower fails to make such

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS

SS.

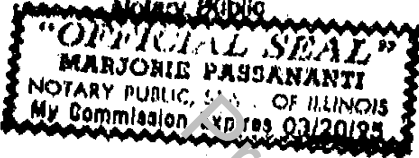
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this day 16 of February, 1999

Marjorie Passananti
Notary Public

Commission Expires: 3/20/95



(LAND TRUST NOTARY)

STATE OF ILLINOIS

SS.

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that President of a corporation and Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts, and the free and voluntary acts of said corporation, as Trustees, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said seal of said corporation to said instrument as his own free and voluntary act, and the free and voluntary act of said corporation, as Trustees, for the uses and purposes therein set forth.

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

Commission Expires: _____

Notary Public

(ST. PAUL NOTARY)

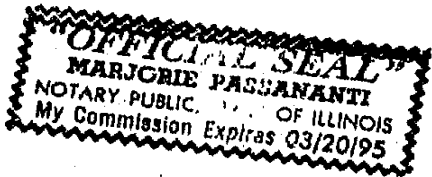
STATE OF ILLINOIS

SS.

COUNTY OF Cook

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Joseph R. Liptak, Past Vice Pres. of St. Paul Federal Bank for Savings, a federal savings bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Corporate Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4 day of February, 1995.



Marjorie Passananti
Notary Public
Marjorie Passananti
(TYPE OR PRINT NAME)

Commission Expires:

3/20/95

UNOFFICIAL COPY

Dennis P. Schonk
ST. PAUL FEDERAL BANK FOR SAVINGS
6700 W. North Avenue
Chicago, Illinois 60636

This Document Prepared By and
After Recording Return To:

P.L.N.: 03-08-412-005

BUFFALO GROVE, IL 60089

STREET ADDRESS: 648 STANFORD LANE

LOT 317 IN WILD CREEK, UNIT THREE, BEING A SUBDIVISION OF PART OF SECTION 8,
TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS.

SCHEDULE I
LEGAL DESCRIPTION

ST. PAUL FEDERAL BANK FOR SAVINGS
By: *[Signature]*
JOSEPH LITVAK
Assistant Vice President

His (Title)

ATTEST:

not personally but solely
as trustee as aforesaid

By:

IF BORROWER IS ALSO A TRUST:

INDIVIDUAL BORROWER	DATE
INDIVIDUAL BORROWER	DATE
INDIVIDUAL BORROWER	DATE
INDIVIDUAL BORROWER	DATE

IF BORROWER IS AN INDIVIDUAL(S)

IN WITNESS WHEREOF, Borrower and Mortgagor have executed this Amendment on the date
first written above.

No reference to this Amendment need be made in any instrument or document at any time
referring to the Mortgage and any reference in any such document or instrument will be deemed a
reference to the Mortgage as amended hereby.
All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand
and remain unchanged and in full force and effect except to the extent specifically amended hereby.
payment upon demand, Lender may institute foreclosure proceedings or pursue any and all re-
ports. Any election by the Lender to refuse to make additional advances under the Note in
accordance with the terms of this Mortgage or the Note shall not preclude the Lender from
Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including but
not limited to, reasonable attorneys' fees and costs of documenting evidence, abstracts and title
reports. Any election by the Lender to refuse to make additional advances under the Note in
accordance with the terms of this Mortgage or the Note shall not preclude the Lender from
subsequently exercising any other right or remedy set forth in the Mortgage or the Note.

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