

93310589

AMENDMENT TO MORTGAGE

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THIS AMENDMENT made this 25th day of February 1993 by and between Bank of Chicago\*, not personally, but as Trustee w/t/a dated 8/2/90 and known as Trust No. 90-8-2 (hereinafter referred as "Mortgagor") and Bank of Chicago\* hereinafter referred to as "Mortgagee"):

WITNESSETH:

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 Six Hundred Thousand and 00/100 (\$600,000.00) from the Mortgagor dated 08/06/90 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage, Assignment of Rents and Security Agreement was recorded August 7, 1990 with the Recorder of Deeds of Cook County, Illinois as document No. 90383011 and conveyed the real estate described below:

LOT 6 AND THE NORTH 20 FEET OF LOT 7 IN BLOCK 2 IN GEORGE SMITH'S ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 17 TO 22 OF ASSESSOR'S DIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 2003 S. Wabash Ave., Chicago IL  
P.I.N. 17-22-312-001-0000

DEPT-01 RECORDING \$25.50  
#8888 TRAN 6234 04/27/93 12:35:00  
#2812 # \*-93-310589  
COOK COUNTY RECORDER

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the note to n/a.

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to 8.75% per annum prior to maturity, and after maturity or default at the fixed rate of 12.75% per annum; and

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 n/a % 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 n/a % per annum. 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 less than n/a % 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 best rate at which the Bank calculates interest or extends credit.

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the monthly payment amount of the Note to \$ n/a.

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

1. The Maturity Date of the Note as reflected on the Mortgage is hereby changed to n/a.
2. The Interest Rate of the Note as reflected on the Mortgage is hereby changed to 8.75% per annum prior to maturity, and after maturity or default at the fixed rate of 12.75% per annum.
3. The Default Interest Rate of the Note as reflected on the Mortgage is hereby changed to the following:

Interest shall accrue at a rate equal to n/a % 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 n/a % per annum. 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 less than n/a % per annum. The Prime 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 \$ n/a.

5. The mortgagee 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)

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AMENDMENT TO MORTGAGE (cont'd)

6. This Agreement shall be attached to and made a part of the Mortgage.

7. Mortgage 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. EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE BANK OF CHICAGO IS ATTACHED AS EXHIBIT "A" AND IS HEREBY EXPRESSLY MADE A PART HEREOF.

Bank of Chicago, not personally, but as Trustee u/t/a dated 8/2/90 and known as Trust No. 90-8-2

By: Rosemarie J. Baran  
Land Trust Officer  
Attest: Jane A. Novotny  
Assistant Vice President

ACCEPTED:

BANK OF CHICAGO\*

BY: Jane A. Novotny

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF COOK )

SS.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared Jane A. Novotny 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 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 19th day of April, 1993.

My Commission Expires: 5/5/93  
Notary Public

### CORPORATE ACKNOWLEDGMENT

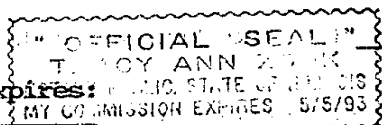
STATE OF ILLINOIS )  
COUNTY OF COOK )

SS.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared ROSEMARIE J. BARAN and JUNE A. NOVOTNY known to me to be the Land Trust Officer and ASS'T VICE PRES of BANK OF CHICAGO, a corporation, and acknowledged 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.

Given under my hand and notarial seal this 19th day of April, 1993.

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Tracy Ann Zook  
Notary Public

My Commission Expires: 5/5/93

93310589

\* Bank of Chicago f/k/a Bank of Chicago/Garfield Ridge f/k/a Garfield Ridge Trust & Savings Bank

This instrument was prepared by: Bank of Chicago\*  
6353 W. 55th St., Chicago IL 60638

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EXHIBIT "A"

9 3 3 1 0 5 8 9

THIS RIDER IS ATTACHED TO AND MADE PART OF BANK OF CHICAGO'S AMENDMENT TO MORTGAGE DATED FEBRUARY 25, 1993 REGARDING BANK OF CHICAGO'S TRUST #90-8-2 AND DATED 8-2-90.

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.

Cook County Clerk's Office

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