# UNOFFICIAL COPY OND MORTGAGE ON SASSATION OF SASSATION

#### MODIFICATION TO COMBINED PLEDGE AND MORTGAGE

THIS MODIFICATION TO COMBINED PLEDGE AND MORTGAGE is made and entered into as of this 17th day of May, 1994 by LENA CRISPINO, a widow ("MORTGAGOR"), in favor of COMBRICA BANK-ILLINOIS, Successor in Interest to AFFILIATED BANK/MORTON GROVE, 8700 North Waukegan Road, Morton Grove, Illinois 60053 ("hereinafter at times referred to as LENDER").

129.50 DEPT-11 THOOLS TRAN 5729 04, 29744 11,42,00 MB40 # AP #-94-547659 COUR CURINTY RECURDER

#### RECITALS:

On February 18, 1988, MORTGAGOR executed in favor of AFFILIATED BANK/MORTON GROVE (Predecessor in interest to Comerica Bank-Illinois) a certain Combined Pledge and Mortgage which was recorded on April 28, 1988 with the Recorder of Deeds of Cook County, Illinois as Document Number 3703809 (the "February 18, 1988 Mortgage") against the following described property (the "Real Property"): 94547659

The south thirteen (13) feet of Lot One Hundred Forty-Five (145), Lot One Hundred Forty-Six (146) and One Hundred Forty-Seven (except the south Twenty-Eight (28) feet thereof) (147) in Galewood, being a subdivision of the southeast quarter (1/4) of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian.

Commonly known as: 1738 North Natoma, Chicago, Illinois Real Property Tax Identification No.: 13-31-413-046

Such Mortgage secures payment of a certain Promissory В. Note dated February 18, 1988 made by JOSEPH CRISPINO in favor of AFFILIATED BANK/MORTON GROVE (Predecessor in interest to Comerica



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Bank-Illinois) in the original principal amount of \$106,174.14 (the "February 18, 1988 Note"), which such Note has been renewed and consolidated with other indebtedness owed by JOSEPH CRISPINO to LENDER.

- c. JOSEPH CRISPING'S indebtedness to LENDER currently is evidenced by a certain Promissory Note dated May 17, 1993, as modified on May 17, 1994 in the revised principal amount of \$270,462.14 (108 "May 17, 1994 Note").
- D. MORTGAGOR desires to revise the description of the indebtedness secured by the February 18, 1988 Mortgage.

NOW, THEREFORE, for value received, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the February 18, 1988 Mortgage be and it hereby is modified and amended as follows:

- 1. <u>Definitions</u>. The terms "BORROWER" and "MORTGAGOR", as used in the February 18, 1988 Mortgage, shall rafer to LENA CRISPINO, a widow. The term "LENDER" shall refer to CONERICA BANK-ILLINOIS, Successor in Interest to AFFILIATED/MORTON GROVE.
- 2. The statement, description and definition of the indebtedness secured by the February 18, 1988 Mortgage is amended, restated and modified to read as follows:

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This Security Agreement is given to COMERICA BANK-ILLINOIS, Successor in Interest to AFFILIATED BANK/MORTON GROVE, which is organized and existing under the laws of Illinois and whose address is 8700 North Waukegan Road, Morton Grove, Illinois 60053 ("LENDER"). MORTGAGOR has guaranteed payment to LENDER of a certain Promissory Note dated May 17, 1993, as modified on May 17, 1994, executed by JOSEPH CRISPINO in the revised principal amount of \$270,462.14.

NOW, THEREFORE, MORTGAGOR, to secure payment of the aforesaid Promissory Note, with interest thereon, the payment of other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the convenants and agreements of MORTGAGOR herein contained, and all renewals, refinancings, obligations and other indubtedness now or hereafter due to LENDER from JOSEPH CRISPINO. MORTGAGOR does hereby mortgage, grant and convey to LENDER the following described property located in the County of Cook, State of Illinois:

The south thirteen (13) feet of Lot One Hundred Forty-Five (145), Lot One Hundred Forty-Six (146) and Lot One Hundred Forty-Seven (except the south Twenty-Eight (28) feet thereof) (147) in Galewood, being a subdivision of the southeast quarter (1/4) of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian.

Commonly known as: 1738 North Watoma, Chicago, Illinois
Real Property Tax Identification No.: 13-31-413-046

- 3. No Other Modifications. Other than as provided herein, the terms and provisions of the February 18, 1988 Mortgage shall remain unchanged and in full force and effect. MONTGAGOR hereby affirms, adopts and incorporates by reference the remaining terms contained in the February 18, 1988 Mortgage.
- 4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

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IN WITNESS WHEREOF, this Modification to Combined Pledge and Mortgage has been executed as of the day and year first above-written.

Property of Cook County Clark's Office

This instrument prepared by:

LAW OFFICES OF MARK J. ROSE, ESQ. 135 S. LaSalle St., Ste. 2600 Chicago, Illinois 60603 (312) 704-1446

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#### **VERIFICATION**

State of Illinois ) County of C o o k )

I. Dun Klassel, a Notary Public in and for the County and State aforesaid, do hereby certify that LENA CRISPINO, a widow, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAM'S and official seal this  $/\psi th$  day of

NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXP. PRB. 27,1946