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AMENDMENT TO MORTGAGE 94552998

THIS AMENDMENT made this 24th day of May, 1994 by and between Bank of Chicago, f/k/a Bank of Chicago/Garfield Ridge, not personally, but as Trustee u/t/a dated April 30, 1991 and known as Trust No. 91-4-23 (hereinafter referred as "Mortgagor") and Bank of Chicago, f/k/a Bank of Chicago/Garfield Ridge (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

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 One Hundred Fifty Thousand and 00/100 (\$150,000.00) from the Mortgagor dated May 24, 1991 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded July 9, 1991 with the Recorder of Deeds of Cook County, Illinois as document No. 91338695 and conveyed the real estate described below:

Parcel 1:

Lots 1, 2 and 8 in Block 33 in Frederick H. Bartlett's Central Chicago, a Subdivision in the South East 1/4 of Section 4 and the North East 1/4 and the Southeast 1/4 of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 4937 W. 47th Street, Chicago, IL
P.I.N. #19-09-204-007 and 008 and 001

Parcel 2:

Lots 3 and 4 in Block 33 in F.H. Bartlett's Central Chicago being a Subdivision of the South East 1/4 of Section 4, and the North East 1/4 and South East 1/4 of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 4943 W. 47th Street, Chicago, IL
P.I.N. #19-09-204-005 and 006

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to November 24, 1994;

WHEREAS, note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to Prime + 2.0% 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 6.0% 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 13.25% 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 13.25% 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.

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 November 24, 1994.
2. The Interest Rate of the Note as reflected on the Mortgage is hereby changed to Prime + 2.0% 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 6.0% 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 13.25% 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 13.25% per annum. The Prime Rate is one of the

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

5. Mortgagor 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.

BANK OF CHICAGO/GARFIELD RIDGE n/k/a
BANK OF CHICAGO, not personally, but as
Trustee u/t/a dated 4/30/91, known as
Trust No. 91-4-23.

**EXCULPATORY PROVISION
RESTRICTING ANY LIABILITY OF
THE BANK OF CHICAGO IS
ATTACHED AS A RIDER AND IS
HEREBY EXPRESSLY MADE A PART
HEREOF. * *

BY: Georgeann C. Comiso
Land Trust Officer

ATTEST: Robert J. Mines
Vice President

ACCEPTED:

BANK OF CHICAGO

BY: David A. Lilek
David A. Lilek Senior Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned _____, a Notary Public in and for the said Count, in the State aforesaid, DO CERTIFY that before me this day personally appeared Georgeann C. Comiso and Robert J. Mines known to me to be the Land Trust Officer and Vice President Secretary of Bank of Chicago f/k/a 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. **Garfield Ridge.

Given under my hand and notarial seal this 16th day of June, 1994.

Dolores Reinke
Notary Public

My Commission Expires:

March 21, 1998



This instrument was PREPARED BY: Bank of Chicago
RETURN TO: 6353 W. 55th Street
Chicago, Illinois 60638

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COOK COUNTY ILLINOIS
FILED FOR RECORD

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RIDER

THIS RIDER IS ATTACHED TO AND MADE PART OF BANK OF CHICAGO'S AMENDMENT TO MORTGAGE DATED MAY 24, 1994 TO TRUST NO. 91-4-23.

"This Amendment to Mortgage is executed by the undersigned, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement, or condition, either expressed or implied herein contained, or with regard to any warranty contained in this Amendment to Mortgage except the warranty made in this paragraph, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Mortgage or Lender's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Lender in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby, out of, and from the security given therefore in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Lender under any other document or instrument evidencing, securing or guaranteeing the indebtedness secured hereby."

County Clerk's Office

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