

94558516

This Amendment is dated JUNE 9, 19 94 and is executed by The First National Bank of Chicago, either as original mortgagee or as assignee, ("Lender") and MICHAEL E. DOCKENDORF AND DEBORAH A. DOCKENDORF MARRIED TO EACH OTHER

(jointly and severally, if more than one) ("Borrower").

WHEREAS, Borrower has executed and delivered to Lender a certain Mortgage dated DECEMBER 16, 19 85, and recorded as document number 85335422 on DECEMBER 23, 19 85, with the COOK County Recorder of Deeds, encumbering the following described property:

LEGAL DESCRIPTION (SEE ATTACHED)

DEPT-01 RECORDING \$25.00
10011 TRAN 2631 06/27/94 10:09:00
1985 : RV : 94-558516
COOK COUNTY RECORDER

Permanent Tax Number 17-03-207-068-1010
which has the address of 950 N. MICHIGAN AVE. #3106
CHICAGO, Illinois ("Mortgage"); and

WHEREAS, Borrower has executed a certain agreement and disclosure statement or note dated, OCTOBER 8, 19 91 in favor of the Lender, which was amended by a certain allonge dated, JUNE 9, 19 94, which increased the credit limit to \$ 300,000.00 ("Note as Amended")

WHEREAS, Lender and Borrower wish to amend the Mortgage to conform to such amendments;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Lender and Borrower agree as follows:

The maximum principal am secured by this Mortgage shall be increased to THREE HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$ 300,000.00), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to the Note as Amended, whichever is less.

Borrower waives all right of homestead exemption in the Property.

Except as specifically amended hereby, the Mortgage remains in full force and effect and is hereby ratified and confirmed in its entirety.

IN WITNESS WHEREOF, this Amendment is executed the date above written.

MICHAEL E. DOCKENDORF
DEBORAH A. DOCKENDORF

THE FIRST NATIONAL BANK OF CHICAGO
By: CATHERINE E. JACOBS
Title: LOAN REPRESENTATIVE

(Space Below This Line For Acknowledgment)

This Document Prepared By: VERONICA RHODES

STATE OF ILLINOIS, Cook County ss:

I, MICHAEL E. DOCKENDORF AND DEBORAH A. DOCKENDORF MARRIED TO EACH OTHER, a Notary Public in and for said county and state, do hereby certify that 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 signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10 day of June, 1994.

My Commission expires: 9/28/94
OFFICIAL SEAL
DIANE RICHARDSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/28/94

Notary Public

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2500

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Property of Cook County Clerk's Office

LEGAL DESCRIPTION

PARCEL 1: UNIT NUMBER 31-A IN ONE MAGNIFICENT MILE CONDOMINIUM AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN MOSS SUBDIVISION OF PART OF LOT 10, AND PARTS OF CERTAIN LOTS AND VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF CERTAIN LOTS IN LAWRENCE'S SUBDIVISION OF PART OF LOT 7, ALL IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 26845241 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: ALL THOSE CERTAIN EASEMENTS, PRIVILEGES, RIGHTS OF USE, AND ALL OTHER BENEFITS DESCRIBED IN THAT CERTAIN ONE MAGNIFICENT MILE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE AND ENTERED INTO AS OF NOVEMBER 1, 1983, BY THE LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1978, AND KNOWN AS TRUST NUMBER 100049 AND RECORDED NOVEMBER 1, 1983, AS DOCUMENT NUMBER 26845239, AS AMENDED FROM TIME TO TIME AND AS CREATED FOR THE BENEFIT OF PARCEL 1 BY A DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1978, AND KNOWN AS TRUST NUMBER 100049 TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1981, AND KNOWN AS TRUST NUMBER 103785, DATED NOVEMBER 1, 1983, AND RECORDED NOVEMBER 1, 1983, AS DOCUMENT NUMBER 26845240, ALL IN COOK COUNTY, ILLINOIS.

94558516

Clerk's Office

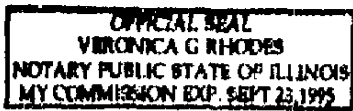
STATE OF ILLINOIS, Cook County ss:

I, Veronica G. Rhodes, a Notary Public in and for said county and state, do hereby certify that Catherine E. Jacobs, first Chicago

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 she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9 day of June, 1994.

My Commission expires:



Veronica G. Rhodes
Notary Public

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THIS CONDOMINIUM RIDER is made this 9th day of JUNE, 1994, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage (the "Security Instrument") dated of even date herewith, given by the undersigned (the "Mortgagor") to secure Mortgagor's obligations under that certain Equity Credit Line Agreement, dated of even date herewith, between Mortgagor and The First National Bank of Chicago (the "Lender") and covering the property described in the Security Instrument and located at 950 N. MICHIGAN AVE. #3106 CHICAGO, IL 60611 (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as ONE MAGNIFICENT MILE CONDOMINIUM (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Mortgagor's interest in the Association, in the uses, proceeds and benefits of Mortgagor's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree as follows:

A. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Association pursuant to the provisions of the Declaration, by-laws, code of regulations and any other equivalent documents (the "Constituent Documents") of the Condominium Project.

B. Hazard Insurance. So long as the Association maintains, with a generally accepted insurance carrier, a "master", "blanket", or similar such policy on the Condominium Project, which policy provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, the Mortgagor's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Mortgagor.

C. Lender's Prior Consent. Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the Constituent Documents, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or


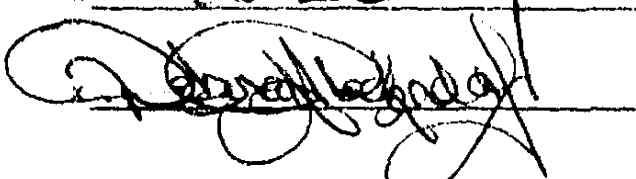
(iii) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium Project.

D. Easements. Mortgagor also hereby grants to the Lender, its successors and assigns, as rights and easements appurtenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.

The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and stipulated at length herein.

E. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

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