

AMENDMENT TO MORTGAGE

Date June 8, 1994

This amendment is between the Bank and the Mortgagor named below. The terms used in this Amendment are defined as follows:

Mortgagor:

Chicago Title & Trust Company as Trustee
under Trust Agreement dated October 2, 1981
& Known as Trust #1080760

Bank: First Bank of South Dakota (National Association)

Existing Acct No. 419008030901878

Mortgage:

Mortgage Date Jan. 4, 1990

Mortgaged Property legal description: West 1/4 of
Lot 18 in Glenview Forest being a Subdivision
of parts of the North West fractional 1/4 of
Section 8 and the northeast fractional 1/4
of Section 7, Township 41 North, Range 13
East of the Third Principal Meridian, in Cook
County, Illinois, according to the plat Cook
County, Illinois.

PIN # 10-08-100-048
Certificate No. (Torrens Only): N/A

Mortgage Recording:

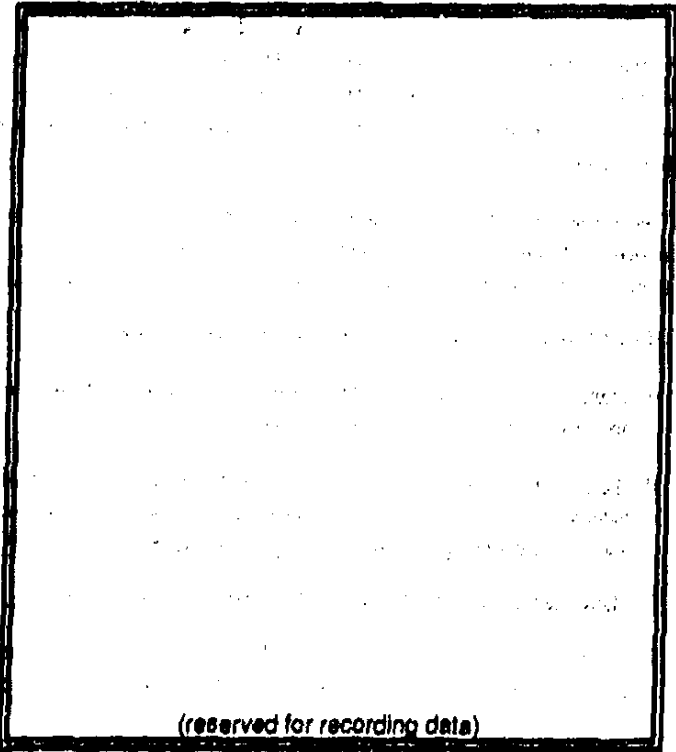
Mortgage Recording Date: Jan 12, 1990

Recording Office: _____

Cook County Recorder of Deeds

Mortgage Recording Information (document no. or book and page nos.): 90020112

Borrower(s): Chicago Title & Trust Company as
Trustee under Trust Agreement dated October 2, 1981
& Known as Trust #1080760.



(reserved for recording data)

Assignment of Mortgage:

Original Bank: First National Bank of Des Plaines

Assignment Date: 6/8/94

Assignment Recording Date: _____

Assignment Recording Information (document no. or book and page nos.): _____

94907198

Note: Promissory Note or Agreement

Date: Jan. 4, 1990

Existing Terms:

Face Amount: \$200,000.00

Maturity: Jan 4, 2000

Amended Terms:

Face Amount: \$500,000.00

Maturity: _____

Previous amendments to the Mortgage:

Amendment Date Recording Date Recording Information

Table with 3 columns: Amendment Date, Recording Date, Recording Information. The table is currently empty.

DEPT-01 RECORDING \$25.50
TR0880 TRAN 4333 10 24 94 10:02:00
#4710 # JB #-94-907198
COOK COUNTY RECORDER

UNOFFICIAL COPY

The Mortgagor has executed and delivered to the Bank (or the Original Bank, if one is named above) the Mortgage described above, encumbering the Mortgaged Property described above. The Mortgage was filed on the Mortgage Recording Date shown above under the document number or in the book and on the page shown above as "Mortgage Recording Information" in the Recording Office shown above. Mortgage registry tax, if any, was paid as shown above. The Mortgage has previously been assigned, if at all, as shown above. Pursuant to the Mortgage and the referenced amendments, if any, the Mortgage secures the Note described above.

The borrower and the Bank have amended the Note by a separate amendment (the "Note Amendment"). The Note as amended has the terms shown above as "Amended Terms". The Mortgagor and the Bank wish to amend the Mortgage to secure the Note as so amended. The Bank may be referred to in the Note by use of the term "FB South Dakota (National Association)" or some other variation.

ACCORDINGLY, the Mortgagor and the Bank agree as follows:

- A. **Amendment to Mortgage.** The Mortgage is hereby amended to secure the Note as amended by the Note Amendment, all modifications, renewals and extensions thereof and all substitutions therefor.
- B. **Maximum Principal Indebtedness.** The maximum principal indebtedness secured by the Mortgage as amended by the Amendment (the "Maximum Indebtedness") is the Face Amount shown above under "Amended Terms", representing \$ \$200,000.00 of indebtedness originally secured by the Mortgage and, if this is checked, \$ 300,000.00 in additional indebtedness secured pursuant to this Amendment.
- C. **Mortgage Registry Tax On/For:** (For Minnesota mortgages) \$ N/A
- D. **Original Terms.** All original terms of the Mortgage shall remain in effect except as amended hereby, and the Mortgagor agrees to be bound by and to perform all covenants and agreements in the Mortgage at the time and in the manner therein provided.
- E. **Revolving Credit.** If this is checked, then the Mortgage secures a revolving line of credit, and the maximum amount of principal advances secured by the Mortgage is the Maximum Indebtedness shown above.

The Mortgagor and the Bank have executed this Amendment to Mortgage by signing below.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements made on the part of the Trustee while in force purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

94907198

Corporate Seal

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,
By Rhonda Tureck ASSISTANT VICE PRESIDENT
Attest Cynthia Smith ASSISTANT SECRETARY

Notary Public, _____ County, State of _____
My commission expires _____

94907198

State of
STATE OF ILLINOIS,
COUNTY OF COOK

35

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, *Cynthia Smith*, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as possessor of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument by said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Rhonda Tureck
Notary Public, State of Illinois
My Commission Expires 4/8/98

Given under my hand and Notary Seal this 15th day of JUNE, 1994
Cynthia Smith
Notary Public

NF86-1

This instrument was drafted by:
Consumer Asset Service Center
P.O. Box 64778
St. Paul, MN 55164-0778

Attached electronic object is incorporated herein

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Amendment to Mortgage (Continued)

The Mortgagor and the Bank have executed this Amendment to Mortgage by signing below - Continued

MORTGAGOR (S)

BANK First Bank of South Dakota (National Assoc.)

Signature *James Nordaker*

Typed Name James Nordaker

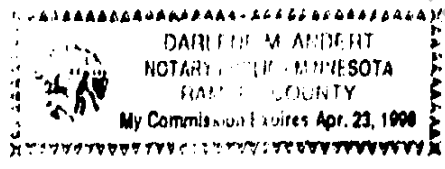
Title Operations Officer

State of Minnesota)

County of Ramsey)

This instrument was acknowledged before me on September 21
19 94, by James Nordaker the Operations Officer

Notary Public *Darlene M. Andert*
County, State of Ramsey County, Minnesota
My Commission expires 4/23/98



94907198

REC. DEPT-01 RECORDING \$25.50
 T#8888 TRAN 4333 10/24/94 10:02:00
 #4710 # JTB * - 9 4 - 907198
 COOK COUNTY RECORDER

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Property of Cook County Clerk's Office

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