

UNOFFICIAL COPY

THIS AMENDMENT made this 18th day of JANUARY, 1994 by and between BANK OF CHICAGO, f/k/a Bank of Chicago/Garfield Ridge, not personally, but as Trustee u/t/a dated August 2, 1990 and known as Trust No. 90-8-2 (hereinafter referred as "Mortgagor") and BANK OF CHICAGO f/k/a Bank of Chicago/Garfield Ridge (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 August 6, 1990 payable to the order of the Mortgagee; and

7-15-94

2/18/94

WHEREAS, the Mortgage was recorded August 7, 1990 with the Recorder of Deeds of Cook County, Illinois as document No. 90387011, and amended pursuant to an Amendment to Mortgage recorded April 27, 1993 with the Recorder of Deeds of Cook County, Illinois as document No. 93110589, 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 B/C'S 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.  
Property Address: 2001 S. WABASH AVE., CHICAGO IL  
P.I.N. # 17-22-312-001-0000

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to November 15, 1998;

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to 8.50% 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 6.50% 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 12.50% 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 12.50% 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.

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the monthly payment amount of the Note to \$5,210.00.

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 15, 1998.
2. The Interest Rate of the Note as reflected on the Mortgage is hereby changed to 8.50% 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 6.50% 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 12.50% 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 12.50% 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 \$5,210.00.

BOX 333

(continued on reverse side)

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

6. 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. EXCULPATORY PROVISION RESTRICTING ANY LIABILITY OF THE BANK OF CHICAGO STATED ON THE REVERSE SIDE HEREOF IS HEREBY EXPRESSLY MADE A PART HEREOF.

BANK OF CHICAGO f/k/a Bank of Chicago/  
Garfield Ridge, not personally, but as  
Trustee u/t/a dated 8/2/90 and known  
as Trust NO. 90-8-2

By: Georgann C. Convis  
Land Trust Officer

Attest: Robert J. Mines  
Vice President

ACCEPTED:

BANK OF CHICAGO

By: David A. Lillek  
David A. Lillek  
Senior Vice President

COOK COUNTY CLERK'S  
FILED FOR RECORD  
90 MAR -3 PM 12:03

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

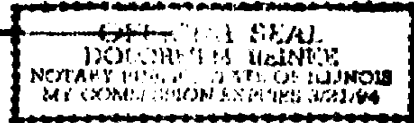
I, the undersigned \_\_\_\_\_, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared Georgann C. Convis and Robert J. Mines known to me to be the Land Trust Officer and Vice President Secretary of BANK OF CHICAGO, a corporation, and 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 1st day of January, 1994.

Deborah Brink  
Notary Public

My Commission Expires: \_\_\_\_\_

March 21 1994



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

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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.

County Clerk's Office

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