

AMENDMENT TO MORTGAGE  
**UNOFFICIAL COPY**

Commonwealth Bank and Trust  
Trustee for Trustee to  
Dorothy M. National Bank of Chicago

THIS AMENDMENT made this 21st day of December, 1988, by and between COMMERCIAL NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DID, 11/17/88 AND KNOWN AS TRUST NO. 28898 (hereinafter referred to as "Mortgagee") and BANK OF CHICAGO f/k/a LAWNDALE TRUST AND SAVINGS BANK (hereinafter referred to as "Mortgagor").

WITNESSETH:

279541-2

WHEREAS, the Mortgagor 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 Eighty-Two Thousand and 00/100 (\$182,000.00) from the Mortgagor dated December 21, 1988 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded December 29, 1988 with the Recorder of Deeds of Cook County, Illinois as document No. 88-599115 and conveyed the real estate described below:  
LOTS 1, 2, 3, 4, 5, 6, AND 7 IN E.P. HINMAN'S SUBDIVISION OF BLOCK 64 IN DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 2100-16 S. Ashland Avenue, Chicago IL  
P.I.N. # 17-19-425-037, 038, 039, 040, & 041

279541

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to December 23, 1996;

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to 8.00% 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 6.00% 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 12.00% 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 12.00% 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 \$1,026.76.

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 December 23, 1996.
2. The Interest Rate of the Note as reflected on the Mortgage is hereby changed to 8.00% 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 6.00% 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 12.00% 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 12.00% 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 \$1,026.76.

(continued on reverse side)

BOX 333

UNOFFICIAL COPY

Property of Cook County Clerk's Office

04202795

# UNOFFICIAL COPY

AMENDMENT TO MORTGAGE CONTRACT

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.

COSMOPOLITAN NATIONAL BANK OF CHICAGO, NOT PERSONALLY,  
BUT AS TRUSTEE U/T/A DTD. 11/17/88 AND KNOWN AS TRUST #28898

BY: For signatures and exculpatory provisions,  
~~SEE TRUST DEED ATTACHED WHICH IS~~  
expressly incorporated herein and made  
ATTACHED part hereof.

ACCEPTED:

BANK OF CHICAGO

BY: *Donald A. Stanczyk*  
Donald A. Stanczyk  
Senior Vice President

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

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

94202195

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UNOFFICIAL COPY

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY: BANK OF CHICAGO  
6353 N. BETH ST.  
CHICAGO, IL 60638

Amendment to  
This mortgage is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee  
an aforesaid, in the exercise of the power and authority conferred upon and vested in  
it as such Trustee, (and said COSMOPOLITAN BANK AND TRUST hereby warrants that it  
possesses full power and authority to execute this instrument) and it is expressly  
understood and agreed that nothing herein or in said note contained shall be construed  
as creating any liability on the part of COSMOPOLITAN BANK AND TRUST, either individually  
or as Trustee aforesaid, personally to pay said note or any interest that may accrue  
thereof, or any indebtedness accruing hereunder, or to perform any covenant either  
express or implied herein contained all such liability if any, being expressly waived  
by the mortgagee and by every person now or hereafter claiming any right or security  
hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as  
Trustee as aforesaid, or its successors, personally are concerned, the legal holder or  
holders shall look solely  
to the premises hereby conveyed for the payment thereof, by the enforcement of the lien  
hereby created in the manner herein and in said note provided or by action to enforce  
the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as  
aforesaid, has caused these presents to be signed by its Trust Officer  
and the corporate seal to be hereunto affixed and attested by its  
Land Trust Administrator, this 16th day of February, 19 94.

COSMOPOLITAN BANK AND TRUST,  
AS TRUSTEE AS AFORESAID - NOT PERSONALLY

ATTEST:

BY: *[Signature]*  
BY: *[Signature]* Trust Officer

Land Trust Administrator

STATE OF ILLINOIS )  
) SS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that the above named AND HUGGINS TRUSTS and  
of COSMOPOLITAN BANK AND TRUST, personally known to  
me to be the name person whose names are subscribed to the foregoing instrument as  
such Trust Officer and Land Trust Administrator and acknowledged that they  
aligned and delivered the said instrument as their own free and voluntary act and as the  
free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes  
therein set forth, and the said Land Trust Administrator, in own free and voluntary act  
acknowledged that said Land Trust Administrator is an officer and Trust Officer of  
said COSMOPOLITAN BANK AND TRUST for the uses and purposes thereof and as the  
parties thereto have not been  
of the County and State aforesaid, this 16th day of February, 19 94.

JACKIE M. WISZOWATY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/17/98

*[Signature]*  
Notary Public

5627-03306