

93489586

AMENDMENT TO MORTGAGE

Date APRIL 7, 1995

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

Mortgagor: MICHAEL O. DIOGUARDI AND GAIL DIOGUARDI, HUSBAND AND WIFE

Bank: First Bank of South Dakota (National Association)

Existing Acct No. 4190080204912297

Mortgage:

Mortgage Date APRIL 13, 1993

Mortgaged Property legal description: SEE ATTACHMENT "A"

Certificate No. (Torrens Only):

Mortgage Recording:

Mortgage Recording Date: MAY 14, 1993

Recording Office: COOK COUNTY RECORDER

Mortgage Recording Information (document no. or book and page nos.): DOCUMENT # 93366129

Borrower(s): MICHAEL O. DIOGUARDI AND GAIL DIOGUARDI

Previous amendments to the Mortgage:

Amendment Date Recording Date Recording Information

DEPT-01 RECORDING \$25.50
T40008 TRAN 9907 07/27/95 12:20:00
\$2530 \* VF \* -95-489586
COOK COUNTY RECORDER
DEPT-10 PENALTY \$22.00
(reserved for recording data)

Assignment of Mortgage:

Original Bank: NATIONAL SECURITY BANK OF CHICAGO

Assignment Date: APRIL 7, 1995

Assignment Recording Date:

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

Note: Promissory Note or Agreement

Date: APRIL 13, 1993

Existing Terms:

Face Amount: 55,000.00

Maturity: MAY 13, 1998

Amended Terms:

Face Amount: 95,000.00

Maturity: APRIL 7, 2000

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Handwritten calculation: 25.50 + 22.50 = 48.00

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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, an 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 \$ 55,000.00 of indebtedness originally secured by the Mortgage, and, if this  is checked, \$ 40,000.00 in additional indebtedness secured pursuant to this Amendment.
- C. Mortgage Registry Tax (Only for Minnesota mortgages) \$ \_\_\_\_\_
- 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.

MORTGAGOR(S)

Michael O. Dioguardi  
 MICHAEL O. DIOGUARDI  
Gail Dioguardi  
 GAIL DIOGUARDI

BANK FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION)  
 Signature James Nordaker  
 Typed Name James Nordaker  
 Title Operations Officer

State of ILLINOIS )  
 ) ss  
 County of COOK )

This instrument was acknowledged before me on APRIL 7th, 1995 by  
MICHAEL O. DIOGUARDI AND GAIL DIOGUARDI, HUSBAND AND WIFE



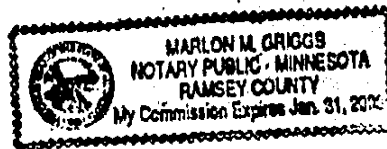
Notary Public Marilyn Vega COOK County, State of ILLINOIS  
 My commission expires 1-19-97

State of Minnesota )  
 ) ss  
 County of Ramsey )

This instrument was acknowledged before me on MAY 8, 1995 by  
James Nordaker the Operations Officer of  
First Bank of South Dakota (National Association) a national banking association, on behalf of the association.

Notary Public out on file County, State of \_\_\_\_\_  
 My commission expires \_\_\_\_\_

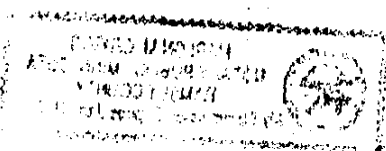
This instrument was drafted by:  
 Consumer Asset Service Center  
 P.O. Box 84778  
 St. Paul, MN 55164-0778



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THE SOUTH 22 1/2 FEET OF LOT 2 (EXCEPT THAT PART IF ANY OF SAID SOUTH 22 1/2 FEET WHICH MAY FALL WITHIN THE NORTH 7 1/2 FEET OF LOT 2) AND THE NORTH 1/2 OF LOT 3 IN BLOCK 12 IN J.E. WHITE'S SECOND RUTHERFORD PARK ADDITION A SUBDIVISION OF THE SOUTH WEST 1/4 (EXCEPT THE WEST 22.28 CHAINS) OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PERMANENT REAL ESTATE

INDEX NUMBER - 13-31-317-022

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