

This Amendment is dated SEPTEMBER 14, 1995, and is executed by The First National Bank of Chicago, either as original mortgagee or as assignee, ("Lender") and CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 14, 1978 AND KNOWN AS TRUST NO. 1072478

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

WHEREAS, Borrower has executed and delivered to Lender a certain Mortgage dated NOVEMBER 14, 1988, and recorded as document number 88-563577 on DECEMBER 7, 1988, with the COOK County Recorder of Deeds, encumbering the following described property:

LOT 2 IN BLACK'S SUBDIVISION OF PART OF SUBDIVISION LOT 4 IN RESUBDIVISION OF LOTS 1, 2, 3 AND PART OF 4 IN BERNARD KLOEPFER'S RESUBDIVISION OF THE WEST HALF OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1963, AS DOCUMENT 18764999 IN COOK COUNTY, ILLINOIS.

Permanent Tax Number 05-29-305-011 which has the address of 1129 POMONA DRIVE WILMETTE, Illinois ("Mortgage"); and 60091

WHEREAS, Borrower has executed a certain agreement and disclosure statement or note dated, NOVEMBER 14, 1988 in favor of the Lender, which was amended by a certain allonge dated, SEPTEMBER 14 1995, which increased the credit limit to \$ 400,000.00 ("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 sum secured by this Mortgage shall be increased to FOUR HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$ 400,000.00), 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.

CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 14, 1978 AND KNOWN AS TRUST NO. 1072478

THE FIRST NATIONAL BANK OF CHICAGO

By: MATTHEW J. REILAND VICE PRESIDENT

(Space Below This Line For Acknowledgment)

This Document Prepared By: Alyce M. Pruyn

STATE OF ILLINOIS, DUPAGE County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 14, 1978 AND KNOWN AS TRUST NO. 1072478

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 day of 19

My Commission expires:

Notary Public

Handwritten: 169699, MAIL TO BOX 352, First American Equity Loan Services, Inc.

Stamp: 95729270, DEPT-01 RECORDING, 10/25/95 15:17:00, 23, 20.00

Stamp: DEPT-10 PENALTY \$20.00

Handwritten: See Attached

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95729270

# UNOFFICIAL COPY

EXECUTION AND EXCULPATORY CLAUSE FOR CHICAGO TITLE AND TRUST COMPANY,  
AS TRUSTEE UNDER TRUST # 1072478 ATTACHED TO THAT AMENDMENT TO  
MORTGAGE DATED September 14, 1995

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form 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 or 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 Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.

DATE 10/9/95

CHICAGO TITLE AND TRUST COMPANY,  
as Trustee aforesaid and  
not personally,

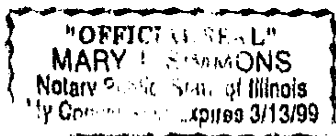
Corporate Seal

By: [Signature]  
Assistant Vice President  
Attest: [Signature]  
Assistant Secretary

STATE OF ILLINOIS )

COUNTY OF ~~COOK~~ Madison ) SS.

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, Grantor, 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 custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as 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.



Given under my hand and Notarial Seal this 9th day of October 1995.

Notarial Seal  
CHICAGO TITLE AND TRUST COMPANY

[Signature]

05709870

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Waiver of Homestead

Customer Names(s) S. POWELL BRIDGES AND BARBARA B. BRIDGES  
Address of Property 1129 ROMONA <sup>Road</sup> DRIVE, WILMETTE, IL 60091

Waiver of Homestead

The undersigned waive all right of homestead exemption in the property (as defined in the Mortgage dated 09/14/95 and executed by CHICAGO TITLE AND TRUST COMPANY

as Trustee u/t/a Number 1072473 dated 06/14/78 in favor of THE FIRST NATIONAL BANK OF CHICAGO) and in any beneficial interest in the land trust holding the Property. This waiver only applies to the debts and obligations secured by such Mortgage.

S. Powell Bridges  
Customer Signature SEPTEMBER 14, 1995  
Date

Barbara B. Bridges  
Customer Signature SEPTEMBER 14, 1995  
Date

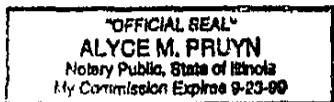
STATE OF IL , DUPAGE County ss:

I, the undersigned , a Notary Public In and for said county and state, do hereby certify that S. POWELL BRIDGES AND BARBARA B. BRIDGES

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

Given under my hand and official seal, this 14TH day of SEPTEMBER , 1995 .

My Commission expires:



Alyce M. Pruyn  
Notary Public

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