

Prepared By:
BANK OF CHICAGO
6353 W. 55th St.
Chicago, IL 60638

95750049

Return To:
BANK OF CHICAGO
Loan Administration Dept.
6353 W. 55th St.
Chicago, IL 60638

DEPT-01 RECORDING \$27.00
TR0012 TRAN 7292 11/02/95 10:41:00
#0116 + CG *-95-750049
COOK COUNTY RECORDER

This Space for Recorder's Use Only

AMENDMENT TO MORTGAGE

*2700
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THIS AMENDMENT made this 24TH day of SEPTEMBER, 19 95 by and between BANK OF CHICAGO f/k/a BANK OF CHICAGO / GARFIELD RIDGE, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 19, 1990 AND KNOWN AS TRUST NO. 90-11-3, (hereinafter referred as "Mortgagor") and BANK OF CHICAGO f/k/a BANK OF CHICAGO/GARFIELD RIDGE (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

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 NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 00/100 (\$99,772.00) from the Mortgagor dated SEPTEMBER 24, 1993 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded OCTOBER 7, 1993 with the Recorder of Deeds of COOK County, Illinois as document No. 93803159 and conveyed the real estate described below:

SEE RIDER I

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to SEPTEMBER 24, 1998;

WHEREAS, note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to 10.25 % 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 5.50 % 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 14.25 % 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 14.25 % per annum. The Prime Rate is one of the Bank's index rate 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.

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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 SEPTEMBER 24, 1998.
2. The Interest Rate of the Note as reflected on the Mortgage is hereby changed to 10.25% 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 5.50% 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 14.25% 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 14.25% 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. This Agreement shall be attached to and made a part of the Mortgage.
5. 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 Bank of Chicago stated below is hereby expressly made a part hereof.

"This Amendment to Mortgage is executed by the undersigned, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement, or condition, either expressed or implied herein contained, or with regard to any warranty contained in this Amendment to Mortgage except the warranty made in this paragraph, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Mortgage or Lender's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Lender in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby, out of, and from the security given therefore in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Lender under any other document or instrument evidencing, securing or guaranteeing the indebtedness secured hereby."

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LEGAL DESCRIPTION (RIDER 1)

LOT 31 IN BLOCK 15 IN McMILLIAN'S AND WESTMORE'S FOURTH ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 3043 SOUTH KARLOV AVE., CHICAGO, IL 60623

P.I.N. # 16-27-430-017

LOT 76 IN BURLINGTON SUBDIVISION BEING A SUBDIVISION OF LOTS 4, 5, AND 6 IN BLOCK 5 AND LOTS 4, 5 AND 6 IN BLOCK 6, THE SOUTH 1/2 OF BLOCK 14, LOTS 4, 5 AND 6 IN BLOCK 15, LOTS 4, 5 AND 6 IN BLOCK 22 AND LOTS 4, 5 AND 6 IN BLOCK 23 ALL IN CRAWFORD'S SUBDIVISION OF THAT PART OF NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4244 W. 26TH ST., CHICAGO, IL

P.I.N. # 16-27-231-026

JUNIOR MORTGAGE

LOT 16 IN BLOCK 1 IN WHITAKER AND POTTER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 8 IN REID'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 3036 SOUTH KEELER AVE., CHICAGO, IL 60623

P.I.N. # 16-27-427-031

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BANK OF CHICAGO/GARFIELD RIDGE N/T/A
BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE
U/T/A/DATED 11/19/90 AND KNOWN AS TRUST NO. 90-11-3

BY: June A. Novotny
Ass't. Land Trust Officer

WITNESSED BY: G. Wayne Anderson
Vice President

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ACCEPTED:

BANK OF CHICAGO

BY: Donald A. Stanczyk
DONALD A. STANCZYK, SENIOR VICE PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

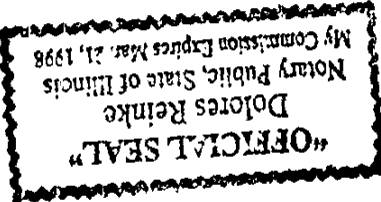
I, _____, a Notary Public in and for the said Count, in the State aforesaid, DO CERTIFY that before me this day personally appeared JUNE A. NOVOTNY and G. WAYNE ANDERSON known to me to be the Ass't. Land Trust Officer and Vice President of BANK OF CHICAGO F/K/A BANK OF CHICAGO/GARFIELD RIDGE, a corporation, 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 24th day of September, 1995.

Dolores Reinke
Notary Public

My Commission Expires:

March 21, 1998



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