

EP1086

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

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

DEPT-01 RECORDING \$25.00
T#0012 TRAN 7292 11/02/95 10:41:00
#0117 CG *95-750050
COOK COUNTY RECORDER

This Space for Recorder's Use Only

AMENDMENT TO MORTGAGE

25⁰⁰

THIS AMENDMENT made this 28TH day of AUGUST, 1995 by and between BANK OF CHICAGO f/k/a BANK OF CHICAGO/GARFIELD RIDGE, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED MARCH 27, 1992 AND KNOWN AS TRUST NO. 92-4-7 AND RICHARD LELKO AND MARLENE LELKO, HIS WIFE (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 SIX HUNDRED FIFTY THOUSAND AND 00/100-----DOLLARS (\$650,000.00) from the Mortgagor dated APRIL 1, 1992 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded MAY 8, 1992 with the Recorder of Deeds of COOK County, Illinois as document No. 92315928 and conveyed the real estate described below:

LOTS 15 TO 25 INCLUSIVE IN BLOCK 22 IN CRANE ARCHER AVENUE HOME ADDITION TO CHICAGO BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 NORTH OF ARCHER AVENUE IN SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 6072 S. Archer Avenue, Chicago IL
P.I.N. # 19-08-418-056-0000

WHEREAS, note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to one percent (1.0%) per annum above the rate charged from time to time by Lender and identified by it as its Prime Rate, 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 5.00 % per annum above the Prime Rate as identified by the Lender from time to time as its Prime Rate (the

BOX 333-CTI

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"Default Rate") provided however, that at no time shall the Default Rate be less than 13.75 % 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 13.75 % 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.

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 Interest Rate of the Note as reflected on the Mortgage is hereby changed to one percent (1.0%) per annum above the rate charged from time to time by Lender and identified by it as its Prime Rate, per annum.

2. 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 5.00 % 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 13.75 % 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 13.75 % 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.

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

4. 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

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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."

BANK OF CHICAGO,* NOT PERSONALLY, BUT AS TRUSTEE
U/T/A DATED 03/27/92 AND KNOWN AS TRUST #92-4-7 *E/k/a Bank Of Chicago/Garfield Ridge

BY: Georgeann C. Losurdo

ATTEST: June A. Novotny

ACCEPTED:

BANK OF CHICAGO

BY: David A. Lilek
David A. Lilek
Senior Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

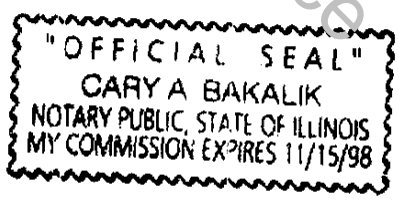
I, the undersigned _____, a Notary Public in and for the said Count, in the State aforesaid, DO CERTIFY that before me this day personally appeared Georgeann C. Losurdo and June A. Novotny known to me to be the Land Trust Officer and Vice President ~~Secretary~~ of Bank Of Chicago

_____, 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 25th day of October, 1995.

Cary A. Bakalik
Notary Public

My Commission Expires:
11/15/98



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