Prepared By:

BANK OF CHICAGO

6353 W. 55th St.

Chicago, IL 60638

Tracy Athern

Return To:

BANK OF CHICAGO

Loan Administration Dept.

6353 W. 55th St. Chicago, IL 60638 95774420

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This Space for Recorder's Use Only

#### AMENDMENT TO MORTGAGE

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THIS AMENDMENT made this 3rd day of November, 19 95 by and between .

BANK OF CHICAGO, NOT JERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED
FEBRUARY 26, 1993 AND KNOWN AS TRUST NO. 93-2-7 (hereinafter referred as "Mortgager").

### EATNESSETH:

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 ONE HUNDRED TWENTY THOUSAND AND 00/100----- DOLLARS(\$120,000.00) from the Mortgagor dated MAY 1, 1991, payable to the order of the Mortgagee; and

WHEREAS, the Mortgage and Assignment of Pents was recorded <u>June 7.</u>, 19 91 with the Recorder of Deeds of <u>Cook</u> Councy, Tilinois as document No. 93428572 and conveyed the real estate described below:

PARCEL 1: LOTS 1, 2 AND 3 IN BLOCK 4 IN FREDERICK P. BARTLETT'S MARQUETTE HIGHLAND SUBDIVISION IN THE HORTHEAST 1/4 OF THE HORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 10 IN BLOCK 3 IN FREDERICK H. BARTLETT'S MARQUETTE HIGHLANDS, A SUBDIVISION OF THE MORTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 1: 4935 W. 63rd St., Chicago IL/Parcel 2: 4925 W. 63rd St., Chicago IL P.I.N. #19-21-204-008 & 009 19-21-205-001

WHEREAS, note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to PRIME PLUS 1.00% per annum above the Lender's prime rate which interest rate shall change on the date or dates the said prime rate changes, and;

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement changing the default interest rate on the note as follows:

BOX 333-CTI

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tond & Said.

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Interest shall accrue at a rate equal to 5.00 t per annum above the Prime ARATE 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 t 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 t 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 <u>PFIFE PLUS 1.001</u> per annum above the Lender's prime rate which interest rate shall change on the date or dates the said prime rate changes, per annum.
- 2. The Default Interest Rate of the Note as reflected on the Mortgage is hereby changed to the Tollowing:

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 1.75 % 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 losing 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 pade a part of the Mortgage.
- 4. Mortgagor warrants that the Mortgage, as modified hereby, is valid, binding and enforceable according to its terms.

IN WITHESS 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.

Parsonally, 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

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lien of this Mortgage or Lender's right to the foreclosure thereof, or ronstrued 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 lindebtedness secured hereby."

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BANK OF CHICAGO, NOT PERSONA U/T/A DAZED 02/26/93, KNOWN	LLY, BUT AS TRUSTEE AS TRUST #93-2-7	
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BY: Xeorgean C. L	axilydo	
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Sr. Vice President	of the first of the same of th	
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ACCEPTED:	•	
BANK OF CHICAGO		
BARK OF CHICAGO		
BY: Friend ( Friend		
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Sr. Vice President		
	FORATE ACKNOWLEDGHENT	
STATE OF ILLINOIS)		
) SS.	0/	
COUNTY OF COOK )	$\tau_{\sim}$	
I, undersigned, a	Notary Public in an 1	for the said Count, in the
State aforesaid, DO CERTIFY	that before we this do	ny personally appeared
GEORGEANN C. LOSURDO	and DONALD & STANCZYK	known to me to
be the tand Trust Officer	and <u>Sr. Vice President</u>	Beauthoark
of BANK OF CHICAGO	, a cort	poration, and acknowledged
that he signed and deliver	ed the said institume	ent as his own free and
voluntary act and as the free	e and voluntary act of	the corporation, for the
uses and purposes therein se	t forth.	
		T.
Given under my hand and notar	rial meal this <u>3rd</u> d	ay of November , 1995.
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		Notary Fublic
My Commission Expires:	The second secon	Co
March 21 1993	*OFFICE DETAIL"	C
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	Notary Public, State of Illia	
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