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## AMENDMENT TO MORTGAGE

[A]

THIS AMENDMENT TO MORTGAGE (the "Amendment") is made and entered into as of the 31 day of May, 1992 by and between PETER J. CHIPAIN and KATHIE JO CHIPAIN (whether one or more, the "Mortgagor") and CERTIFIED GROCERS MIDWEST, INC., an Illinois corporation, having its principal office at One Certified Drive, Hodgkins, Cook County, Illinois (the "Mortgagee").

### RECITALS

A. Mortgagor is the owner of certain real property, and improvements thereon, located in Cook County, Illinois, legally described on Exhibit A hereto (the "Property").

B. Mortgagor has previously executed and delivered to Mortgagee that certain Junior Mortgage, Assignment of Rents and Security Agreement mortgaging to Mortgagee the Property, dated June 21, 1988, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88277632 (the "Mortgage").

C. Pursuant to that certain Assumption Agreement of even date herewith (the "Agreement"), Mortgagee, Mortgagor, and certain other parties have agreed, inter alia, to amend the Mortgage such that the (i) Mortgage shall secure and guarantee, in addition to any indebtedness otherwise secured or guaranteed thereby, all of the Obligations (as defined in the Agreement); and (ii) a default in payment or performance of any of the Obligations or any document or instrument evidencing or securing any one or more of the Obligations shall constitute a default under the Mortgage.

NOW, THEREFORE, for and in consideration of the Recitals and of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agrees as follows:

1. From and after the date hereof, the Mortgage is hereby amended and modified such that, notwithstanding anything contained therein to the contrary, the Mortgage shall, and hereby does, secure and guarantee, in addition to the indebtedness and obligations otherwise secured and guaranteed thereby, all of the Obligations.

2. From and after the date hereof, the Mortgage is hereby amended and modified such that, notwithstanding anything contained therein to the contrary, a default in the payment or performance of any of the Obligations or any document or instrument evidencing or securing any one or more of the Obligations shall constitute a default under the Mortgage.

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BOX 416

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3. The indebtedness and Obligations secured hereby fully mature and are finally due and payable on June 20, 1993.

4. In no event shall the indebtedness and Obligations secured hereby exceed \$810,000.

5. In all other respects and except as amended hereby, the parties hereto do hereby ratify and confirm the contents of the Mortgage, and the Mortgage shall remain in full force and effect as amended hereby.

6. The terms, covenants, conditions and warranties contained herein shall inure to the benefit of and bind all parties hereto and their respective heirs, successors, administrators, legal representatives and assigns; provided that nothing herein shall be deemed to imply consent by Mortgagee to any sale, assignment, transfer or encumbrance of the Property or any interest therein not otherwise expressly permitted.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first written above.

**MORTGAGOR:**

*Peter J. Chipain*

PETER J. CHIPAIN

*Kathie J. Chipain*

KATHIE JO CHIPAIN

**MORTGAGEE:**

CERTIFIED GROCERS MIDWEST, INC.,  
an Illinois corporation

By: *James E. Bradley*  
Name: Kevin P. Ostendorf  
Title: Loan Portfolio Manager  
*James E. Bradley*  
Vice President

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This document was prepared by and  
after recordation should be  
returned to:

**RUDNICK & WOLFE**  
203 N. LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attention: William A. Rudnick, Esq.

Property Address: 15 Horse Shoe Lane, Lemont, Illinois

Permanent Index No: 22-24-306-002

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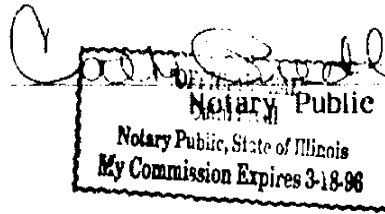
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STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     SS.

I, Cathi Predl a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Peter J. Chipain and Kathie Jo Chipain personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of Oct., A.D. 1992.



My Commission Expires: 3-18-96

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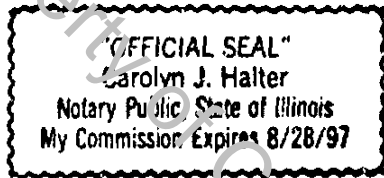
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STATE OF ILLINOIS )  
                          )     SS.  
COUNTY OF COOK )

JAMES E. BRADLEY

I, CAROLYN J. HALTER a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Kevin P. Ostendorf~~  
personally known to me to be the ~~Loan Portfolio Manager~~<sup>EXECUTIVE VICE PRESIDENT</sup> of Certified Grocers  
Midwest, Inc., an Illinois corporation, whose name is subscribed to the within Instru-  
ment, appeared before me this day in person and acknowledged that as such Loan  
Portfolio Manager, he signed and delivered the said Instrument of writing as his free  
and voluntary act and as the free and voluntary act and deed of said Corporation,  
for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of OCTOBER, A.D.  
1992.



Carolyn J. Halter  
Notary Public

My Commission Expires: 8/28/97

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EXHIBIT A  
TO AMENDMENT TO MORTGAGE

THE PROPERTY

LOT 41 IN EQUESTRIAN ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1978 AND KNOWN AS DOCUMENT 24409291, IN COOK COUNTY, ILLINOIS.

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