

# UNOFFICIAL COPY

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

95130502

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

DEPT-01 RECORDING \$25.00  
140012 TRAN 2747 02/24/95 11:11:00  
1199 # AH \*-95-130502  
COOK COUNTY RECORDER

This Space for Recorder's Use Only

## AMENDMENT TO MORTGAGE

THIS AMENDMENT made this 4th day of December, 1994 by and between Bank of Chicago f/k/a Bank of Chicago/Garfield Ridge, not personally, but as Trustee u/t/a dated November 23, 1992 and known as Trust No. 92-11-3 (hereinafter referred as "Mortgagor") and BANK OF CHICAGO (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 ONE HUNDRED EIGHTY THOUSAND AND 00/100 (\$180,000.00) from the Mortgagor dated December 4, 1992 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded December 22, 1992 with the Recorder of Deeds of Cook County, Illinois as document No. 92966195, and amended pursuant to an Amendment to Mortgage recorded January 26, 1994 with the Recorder of Deeds of Cook County, Illinois as document No. 94082157 and conveyed the real estate described below:

LOT 26 IN BLOCK 8 IN ARGYLE, A SUBDIVISION OF LOTS 1 AND 2 IN FUSSEY AND FENNIMORE'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOTS 1 AND 2 IN COLEHOUR AND CONARROE'S SUBDIVISION OF LOT 3 IN SAID FUSSEY AND FENNIMORE'S SUBDIVISION IN COOK COUNTY, ILLINOIS.

Property Address: 5054 N. Winthrop, Chicago IL /  
P.I.N. #14-08-404-016 Vol. 478

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to December 4, 1999;

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 6.00 % 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 14.50 % 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 14.50 % per annum. The Prime Rate is one of

BOX 333-CTI

FP 713 X Ball

Property of Cook County Clerk's Office

2500

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Chicago, IL 60638

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AMENDMENT TO MORTGAGE

THIS AMENDMENT made this 11th day of December, 1994, by and between Bank of Chicago (a bank of Chicago) and the holder of the original principal sum of \$180,000.00 (hereinafter referred to as "Mortgagee") and Bank of Chicago (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") secured by a Secured Business Note (hereinafter referred to as the "Note") in the original principal sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100 (\$180,000.00) from the Mortgagee dated December 4, 1992 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded December 22, 1992 with the Recorder of Deeds of Cook County, Illinois as document no. 2396192, and amended pursuant to an Amendment to Mortgage recorded January 16, 1994 with the Recorder of Deeds of Cook County, Illinois as document no. 240815737 and conveyed the real estate described below:

LOT 26 IN BLOCK 8 IN ARGYLE, A SUBDIVISION OF LOTS 1 AND 2 IN FUSSEY ANTI-TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOTS 1 AND 2 IN COLEHOOR AND CONAROE'S SUBDIVISION OF LOT 3 IN SAID FUSSEY ANTI-TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOTS 1 AND 2 IN COLEHOOR AND CONAROE'S SUBDIVISION IN COOK COUNTY, ILLINOIS.

Property Address: 5024 N. Winthrop, Chicago IL  
P.I.N. #14-08-404-016 Vol. 478

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to December 4, 1994;

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 2.00% per annum above the Prime Rate as identified by the lender from time to time as its Prime Rate ("Default Rate") provided however, that at no time shall the Default Rate be less than 11.50% 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 11.50% per annum. The Prime Rate is one or

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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 Maturity Date of the Note as reflected on the Mortgage is hereby changed to December 4, 1999.

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 6.00% 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 14.50% 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 14.50% 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 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

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the Bank's index rate and merely serves as a basis under which effective rates of interest are calculated for loans making reference thereto 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 Maturity Date of the Note as reflected on the Mortgage is hereby changed to December 1, 1939.

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 6.00% per annum above the Prime Rate as identified by the Lender from time to time as the Prime Rate (the "Default Rate") provided however, that at no time shall the Default Rate be less than 14.50% 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 14.50% 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 thereto 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 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 herefore 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

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indebtedness secured hereby."

BANK OF CHICAGO / GARFIELD RIDGE n/k/a

BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE  
U/T/A DATED 11/23/92 AND KNOWN AS TRUST #92-11-3

BY: Georgeann C. Losurdo  
Land Trust Officer

ATTEST: Robert J. Mines  
Vice President

ACCEPTED:

BANK OF CHICAGO

BY: Donald A. Stanczyk  
Donald A. Stanczyk  
Senior Vice President

### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )

COUNTY OF COOK )

SS.

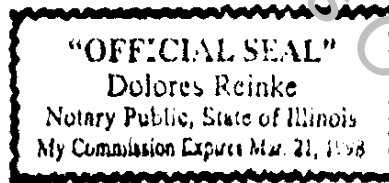
I, the undersigned, a Notary Public in an for the said Count, in the State aforesaid, DO CERTIFY that before me this day personally appeared Georgeann C. Losurdo and Robert J. Mines known to me to be the Land Trust Officer and Vice President ~~Secretary~~ of Bank of Chicago, a corporation, and acknowledged 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 11 day of December, 1994.

Dolores Reinke  
Notary Public

My Commission Expires:

March 21, 1998



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Indebtedness secured hereby."

U/A DATED 11/23/92 AND KNOWN AS TRUST 92-11-3  
BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE

(NAME OF OFFICER) (NAME OF OFFICER)

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_

BANK OF CHICAGO

BY: \_\_\_\_\_

Donald A. Stanczyk  
Senior Vice President

## CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

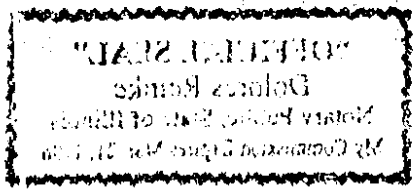
ss.

I, \_\_\_\_\_, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_



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