3/5

#31.00
#\$0012 TRAN 3503 04/10/95 11:21:00
#\$7044 # JM #-95-237683
COOK COUNTY RECORDER

DEPT-01 RECORDING C31.0H T-0052 TRAN 3503 04/10/97 12771-00 A COOK COUNTY RECORDER

95237683

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT to Mortgage is made and entered into as of this 3rd day of January, 1995 by and among LASALLE NATIONAL TRUST, N.A., not individually but solely as Trustee under Trust Agreement dated December 1, 1993 and known as Trust No. 118507 (the "Trust" or "Trustee") and BANK OF AMERICA ILLINOIS (f/k/a CONTINENTAL BANK N.A., a national banking association) (the "Lender").

RECITALS

- 1. Trustee previously delivered to Lender that certain Mortgage, dated January 3, 1991 (the "Mortgage") on the property described on Exhibit A.
- 2. Trustee desires to amend the Mortgage to extend the Due Contract the Due Contract the Contract that the Due Contract the Contract the Contract that the Contract the Contract that the Contra

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. <u>Defined Terms</u>. Terms not otherwise defined herein which are defined in the Mortgage shall have the same meaning herein as defined therein.

SECTION 2. Amendment to Mortgage. The Mortgage by Trustee as Mortgagor to Lender as Mortgagee encumbering the property shown on Exhibit A recorded on January 18, 1994with the Cook County Recorder's Office, is hereby amended by substituting the date "October 15, 1995" for the date "January 3, 1995" that appears on the first page of the Mortgage. It is the intent of this Amendment to extend the Due Date by ten months and this Amendment shall represent Trustee's and Lender's agreement to this extension.

12163386.1 030195 11500 93071389

Property of Coot County Clert's Office

- SECTION 3. <u>Conditions Precedent</u>. The amendments set forth above shall become effective as of the date of this Amendment upon satisfaction of the following conditions precedent:
 - (a) <u>Receipt of Documents</u>. Lender shall receive this Amendment duly executed and dated the date of this Amendment.
 - (b) No Default. No event or event which, with the giving of notice or the passage of time, or both, would become an event of default under the Mortgage, as hereby amended, has occurred or is continuing.

SECTION 4. Miscellaneous.

- to a Contract made under and subject to the laws of the State of Illinois.
- (b) <u>Confirmation</u>. Except as herein amended, the Mortgage shall remain in full force and effect and are hereby ratified in all respects.
- (c) <u>Successors</u> This Amendment shall be binding upon Trustee and its respective successors and assigns and shall inure to the benefit of Lorder and its successors and assigns.

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 3rd day of January, 1995.

BANK OF AMERICA ILLINOIS

By: Nuch & Westland
Its: Vice President

LASALLE NATIONAL TRUST, N.A., a national banking association, not personally but solely as Trustee under Trust Agreement dated
December 1, 1993 and known as Trust

No. 1/18507

By: Its

Marto

AFTER RECORDING, MAIL TO BANK OF AMERICA ILLINOIS 231 South LaSalle Street Chicago, Illinois 60697 J. Lamberth, P/B #0345 THIS INSTRUMENT PREPARED BY

Edward J. Tabaczyk
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60603

9523768

Property of Cook County Clerk's Office

County of Cook)
I. JEAN M. Lamberth, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the distribution, personally known to me to be the Vice-President of Bank of America Illinois, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President she signed, sealed and delivered the said instrument as Vice-President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.
Given under my hand and official seal, this day 5th of 9751, 1995.
My commission expires:
and a second of the second of
State of Illinois)) SS

Property of Cook County Clerk's Office

	Given under my hand and notarial seal, this day
of	July Nowe Notary Public
	Notary Public
МУ	commission, expires:
	"OFFICIAL SI: \$L" VICKS HOWE NOTARY PUBLIC STATE OF BLUNDS My Commission Expires 12/19/98
	0/
	τ_{C}

9523768

Property of Cook County Clerk's Office

LEGAL DESCRIPTION RIDER

USIT NUMBER 104 AND 204 AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING INSCRIPTED PLACED OF PEAL ESTATE (HEREINATIER RETERRED TO AS PARCEL).

LOTS 1 TO 5 IN THE SUBDIVISION OF LOT "A" IN BLOCK 1 IN THE SUBDIVISION BY THE CAMOLIC BISHOP OF CHICAGO OF LOT 13 ON ERCISION'S ARCHTICH TO CHICAGO, TH SECTION 4. TOMERNED 39 NORTH, RAIGE 14, ACCORDING TO THE FLAT THEREOF RECORDED IN BOOK 15 OF PLATS, PAGE 34; IN COOK COUNTY, ILLINOIS, MILCH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONCOMMUM NAME BY AMERICAN INTICIPAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTED LINEAR TRUST ACPUAL TO DATED AUGUST 4, 1977 AND MICHAI AS TRUST NAMES 40972, PECCENTED IN THE OFFICE OF THE RECORDER OF CHEEDS OF COOK COUNTY, ILLIHOIS AS DOCUMENT 24130105, TOTETHER WITH AN UNDIVIDED IMPREST 13. SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND PLAT OF SURVEY) ALL IN COCK COUNTY, ILLIHOIS.

ALSO, an exclusive desement for the benefit of Unit 104 and its owner to use and occupy the patio granted by Section 5(b) of the aforesaid Declaration of Communication.

PROPERTY ADDRESS: 1550 North State Parkway, Units 104 and 204 Chicago, I lingis

P.I.N. 17-04-210-029-1004 and 17-04-210-029-1008

Property of Coot County Clert's Office