95242778

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

St. Paul Federal Bank For Savings 6700 West North Avenue Chicago, 1L 60635 Attn: Valerie A. Haugh, Esq.



DEPT-01 RECORDING

. T40001 TRAN 7750 04/12/95 15:03:00 , 49925 + CG *-95-242778

COOK COUNTY RECORDER

(Space above this line for Recorder's use)

Loan No. 21-85-100036-7

AMENDMENT TO ACRTGAGE, ASSIGNMENT OF LEASES AND RENTS
SECURITY AGREEMENT AND FINANCING STATEMENT AND RELATED AGREEMENTS

THIS AMENDMENT TO MORTGACE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT JUD FELATED AGREEMENTS (this "Amendment") is dated as of this 11th day of 11th day, 1995, by and between Michael D. Aufrecht, trustee under the Michael D. Aufrecht Declaration of Trust dated July 1, 1991 ("Aufrecht Trust"), and ST PAUL FEDERAL BANK FOR SAVINGS, a federal savings bank ("Mortgagee"), whose iddress is 6700 West North Avenue, Chicago, Illinois 60635.

RECITALS

- A. Michael D. Aufrecht ("Aufrecht") and Amalgamated bank, not personally but as trustee under Trust Agreement dated August 25, 1975 and known as Trust No. 2897 ("Trust") and Phillip Pappas ("Tappas") executed a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 2, 1994, to Mortgagee, as mortgagee, thich was recorded on August 9, 1994, as Instrument No. 94703870, in the official Records of Cook County, Illinois (the "Mortgage"), and which Mortgage encumbers certain real property (the "Property") situated in Cook County, Illinois, as more particularly described in Exhibit A attached hereto.
- B. The Mortgage secures a Promissory Note executed by Trust and payable to Mortgagee or order, dated August 2, 1994, in the original principal amount of Three Hundred Eighty Five Thousand and No/100 Dollars (\$385,000.00) (the "Note") for a loan (the "Loan") of such amount.
- C. The Mortgage and certain of the Related Agreements (as defined in the Mortgage) have Aufrecht and Pappas executing the documents as the holders of all of the beneficial interest in the Trust. Aufrecht Trust and Pappas are the owners of all of the beneficial interest in the Trust. Therefore, Aufrecht Trust is the correct entity under the Mortgage and Related Agreements. In connection with the Loan, Aufrecht and Phillip Pappas executed that certain Continuing Guaranty dated August 2, 1994 ("Guaranty") to and for the benefit of the Mortgagee.
- D. Accordingly, the parties hereto desire to amend the Mortgage and Related Agreements (as such term is defined in the Mortgage) including without

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limitation the Guaranty, by modifying the terms thereof to such extent as may be provided below.

AGREEMENT

NOW THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Mortgage, the Guaranty and all of the Related Agreements are hereby modified to provide that all references in said Mortgage, Guaranty and Related Agreements to "Michael D. Aufrecht" shall mean "Michael D. Aufrecht, trustee under Michael D. Aufrecht Declaration of Trust dated July 1, 1991".
- Aufrecht Trunt hereby annumen, reaffirms and acknowledges its irrevocable unconditional, joint and several liability to the Bank under the Guaranty and agrees that its respective duties, liabilities and obligations under the Curranty shall not in any manner be impaired, discharged or released by the Amendment. Aufrecht Trust further represents, warrants, assumes and reaffirms: (i) as true and correct in all respects as of the date hereof any and all of its respective representations, warranties and covenants contained in the Guaranty; and (ii) that the Guaranty and the obligations thereunder remain unmodified and in full force and effect in accordance with its terms.
- 3. No present or future rights, remedies, benefits or powers belonging or accruing to hortgagee, as beneficiary under the Mortgage, whether arising out of the Note or the Mortgage, shall be affected, prejudiced, limited or restricted hereby.
- 4. The Mortgage, as supplemented herein, is hereby incorporated herein in its entirety by this reference, and Mortgagor and Mortgagee jointly affirm and agree that said Mortgage, as supplemented, secures the full performance of each and every obligation set forth in the Note, and continues to be effective as, and to constitute, a first and priority lien and charge on the secured Property to the full extent of all obligations secured thereby.
- 5. This Amendment shall not prejudice any present or future rights, remedies, benefits or powers belonging or accruing to Mortgagee under the terms of the Mortgage, as supplemented herein, and in particular, and without limitation of the foregoing, Mortgagee reserves all rights which it has against any guarantor or endorser of the Note.
- 6. In the event of any conflict between the terms of the Mortgage and the provisions of this Amendment, the terms of this Amendment shall control. This Amendment shall be deemed to form a part of the Mortgage, and except as specifically supplemented herein, the terms of the Mortgage shall remain unaffected and unchanged by reason of this Amendment.
- 7. All of the grants, obligations, covenants, agreements, toris, 7) provisions and conditions herein shall apply to, hind and inure to the conefit of the heirs, administrators, executors, legal representatives, successors and assigns of Mortgagor and the endorsees, transferees, successors and assigns of Mortgagee.
- 8. This Amendment may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.
- 9. This Amendment shall be governed by and construed in accordance with Illinois law.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Mortgage as of the date first above written.

Michael D. Aufrecht, trustee under Michael D. Aufrecht Declaration of Trust dated July 1, 1991

ST, PAUL FEDERAL BANK FOR SAVINGS, a federal Property of Cook County Clerk's Office navinga bank

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COUNTY OF St. I Michael Do de notary public in and for said County, in the State aforesaid, Do HEREBY CERTIFY THAT Michael D. Aufrecht, personally known to me to be the trustee of the Michael D. Aufrecht Declaration of Trust dated July 1, 1991, and personally known to me to be the same person whose name is subscribed to in the foregoing instrument, appeared before me this day in person and severally acknowledged that as the trustee of such trust, he signed and delivered the said instrument pursuant to authority given by the Declaration of Trust, as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth. GIVEN under my hand and inctarial seal this day of
Notary Public [SEAL]
My Commission expires: 10:440 FRISTIN L BRODI
MOTARY PORTION FACTOR OF A STATE
STATE OF TO SE COUNTY OF COOL S
I, Many (Confidence of the said County, in the State aforesaid, DO HEREBY CERTIFY that
personally known to me to be the HSGL Vice President of St. Paul Federal
Bank for Savings and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 5 day of Option.
hary Public 85
Commission Expires: 11-16-98 "OFFICIAL SEAL" TRACY A. ROSZKOWSKI Notary Publ. State of Illinois My Commission Expires Nov. 16, 1998
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EZULBIT A

Legal Description:

THE NORTH 70 FEET OF LOT 13 (EXCEPT THE EAST 42 FEET) AND THE NORTH 70 FEET OF LOT 14 IN THE SUBDIVISION OF LOTS 4, 5, AND 8 IN BRADLEY, COOKSON AND BRADLEY'S SUBDIVISION OF BLOCK 9 IN LAFLAN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT THE 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address:

25-27 W. Frem.

antification Parcel N.

14-20-223-032

Tax Identification Parcel No.:

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undernigned ("Guarantor") ex.
publ. 2, 1994 ("Guarantor") ex.
publ. 2, 1994 ("Guarantor") in con.
g Amendment to Mortgage, Annignment
at and Financing Statement and Related
or hereby reaffirms and acknowledges his
and several liability to the Bank under the
five duries, liabilities and obligations there
are the duries of the financial content of the A
respect as of the date hereof any and all of his respecresentations, warrantion and communan contained in the One.
It the Guaranty and the obligations thereunder remain unmodificaaree and affect in accordance with its terms. This Peaffirmation
overned are construed under the laws of the State of Illinois. This
(eaffirmation may be executed in counterparts, each of which shall be a.

Original and all of which tegether shall constitute one document.

Guarantor:

Phillip Pappar

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