

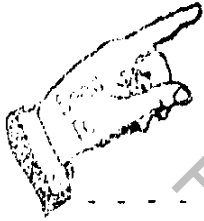
# UNOFFICIAL COPY

95242778

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

. DEPT-01 RECORDING \$31.50  
. T#0001 TRAN 7750 04/12/95 15:03:00  
. #9925 + CG \*--95-242778  
. COOK COUNTY RECORDER



(Space above this line for Recorder's use)

Loan No. 21-85-10034-7

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

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT AND RELATED AGREEMENTS (this "Amendment") is dated as of this 14<sup>th</sup> day of NOVEMBER, 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 address 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 ("Pappas") executed a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 2, 1994, to Mortgagee, as mortgagee, which 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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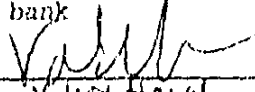
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Mortgage as of the date first above written.

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

ST. PAUL FEDERAL BANK FOR SAVINGS, a federal savings bank

By:   
\_\_\_\_\_  
Name: Valeri A. Haug  
\_\_\_\_\_  
Title: Asst. V.P.  
\_\_\_\_\_

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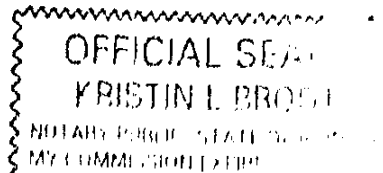
STATE OF IL  
COUNTY OF Cook SS.

I, Kristin L. Brosi 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 notarial seal this 14th day of March 1995.  
Kristin L. Brosi

Notary Public [SEAL]

My Commission expires: 10-4-97



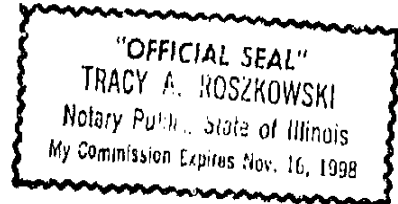
STATE OF IL  
COUNTY OF Cook SS.

I, Tracy A. Koszkowski, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Valery A. Blough and Asst. 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 April 1998.

Tracy A. Koszkowski  
Notary Public

Commission Expires: 11-16-98



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## EXHIBIT 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:

3725-27 N. Fremont, Chicago, Illinois

### Tax Identification Parcel No.:

14-20-223-032

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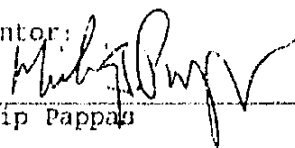
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## REAFFIRMATION OF GUARANTY

The undersigned ("Guarantor") executed that certain Continuing Guaranty dated August 2, 1994 ("Guaranty") in connection with the Loan described in the foregoing Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement and Related Agreements ("Amendment"). Guarantor hereby reaffirms and acknowledges his irrevocable, unconditional, joint and several liability to the Bank under the Guaranty and agrees that his respective duties, liabilities and obligations under the Guaranty shall not in any manner be impaired, discharged or released by the Amendment or this reaffirmation. The Guarantor further reaffirms: (i) as true and correct in all respects as of the date hereof any and all of his 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. This Reaffirmation shall be governed and construed under the laws of the State of Illinois. This Reaffirmation may be executed in counterparts, each of which shall be an original and all of which together shall constitute one document.

Guarantor:

  
Phillip Pappas

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