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

95302105

. DEPT-01 RECORDING

\$25.00

. T40012 TRAH 3991 05/08/95 13:27:00 ---

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COOK COUNTY RECORDER

This Space for Recorder's Use Only

AMENDMENT TO MORTGAGE

THIS AMENDMEN' rade this 10TH day of MARCH, 1995 by and between COMMERCIAL NATIONAL BANK OF CHICAGO, not personally, but as Trustee under Trust No. 770 dated September 5, 1985 (hereinafter referred as: "Mortgagor") and BANK OF CHICAGO LAKESHORE (hereinafter referred to as "Mortgagee").

WITNESSETH:

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 SIXTY SEVEN THOUSAND SIX HUNDRED NINETY THREE AND 46/100 (\$167,693.46) from the Mortgagor dated MARCA 18, 1992 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded <u>APRIL 2</u>, 1992 with the Recorder of Deeds of <u>COOK</u> County, Illinois as document No. 92220332, and amended persuant to Amendment to Mortgage recorded <u>APRIL 22, 1993</u> with the Recorder of Deeds of <u>COOK</u> County, Illinois as document No. 53-299550 and conveyed the real estate described below:

5 683

LOTS 3, 4, 5, 6, 7, 8, AND 9 IN BLOCK 65 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RAPGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF NORTHWESTERN ELEVATED RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS.

0139539210

Property Address: 4447 N. KEDZIE, CHICAGO, IL.

P.I.N. #

13-13-125-002, AFFECTS LOT 3

13-13-125-003, AFFECTS LOT 4

13-13-125-004, AFFECTS LOTS 5 AND 6

13-13-125-005, AFFECTS LOT 7

13-13-125-006, AFFECTS LOTS 8 AND 9

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to <u>June 10, 1995</u>;

BOX 333-CTI

701302205

Serin or Coot County Clark's Office

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 4.00 % 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 13.00 % 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 13.00 % per annum. The Prime Rate is one of 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.

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the monthly payment amount of the Note to INTEREST
MONTHLY ONLY

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 JUNE 10, 1995.
- 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 4.00 % 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 13.00 % 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 13.00 % 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. The monthly payment amount of the Note as reflected on the Mortgage is hereby changed to INTEREST MONTHLY ONLY.
 - 4. This Agreement shall be attached to and made a part of the Mortgage
- 5. 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.

Popolity of Coot County Clork's Office

"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 Lerder 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 indebtedness secured hereby."

COMMERCIAL NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED 09/05/85 AND KNOWN AS TRUST #770 The lasty ment is executed by COMMERCIAL NATIONAL Substitution of controlling but sole at Trustee.

At Affice 2. All the coverance and conditions to be pertirmed herewise, by COMMIPCIAL MATIENAL BANK OF CHICAGO are un fertakon by it solely as Trustoo, as afterand a river country and and an personal leading about the animal or be entry exists against COMMERCIAL NA-ASSISTANT TRUST OFFICER HONEL DANK OF CHICARY by reason of any of the core-ACCEPTED ments, statements, representation of warranties contained in this Instrument. Clort's Office BANK OF CHICAGO WAYNE ANDERSON. VICE PRESIDENT CORPORATE ACKNOWLEDGMENT STATE OF ILLINOIS) SS. COUNTY OF COOK , a Notary Public in an for the said Count, in the MARY DROHLIS State aforesaid, DO CERTIFY that before me this day personally appeared _ known to me to and JOANNE SCAPLATIS FAYE NICOLOPOULOS _and _ Assit Trust Officer_ be the Trust Officer _, a corporation, and acknowledged Of Commercial National Bank 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 5 OFFICIAL SEAL My Commission Expires: MARY ANN DROULIAS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 08/04/97

Property of Cook County Clerk's Office