repared By:
ANK OF CHICAGO
353 W. 55th St.
Chicago, IL 60638
Aracy Athern
Seturn to:
BANK OF CHICAGO
Loan Administration Dept.
5353 W. 55th St.
Chicago, IL 60638

DEPT-01 RECORDING

177.07

96504802

140012 TRAN 1161 07/01/96 12:58:00 46395 : DT *-96-504802

COOK COUNTY RECORDER

EP 1324x (4)

This Space for Recorder's Use Only

AMENDMENT TO MORTGAGE

THIS AMENDMEN'T wade this _28th day of _May , 19_91 by and between Bank of Chicago f/k/a Garfield Ridge Trust & Savings Bank, not personally, but as Trustee u/t/a dated 10/13/87 and known as Trust No. 87-10-2 (hereinafter referred as "Mortgagor") and _Bank of Chicago f/k/a Bank of Chicago/Garfield Ridge (herainafter referred to as "Mortgagee").

LITNESSETT:

WHEREAS, the Mortgage was recorded May 19, 19 91 with the Recorder of Deeds of Cook County, Illinois as document No. 91254330 and conveyed the real estate described below:

LOTS 4 AND 5 IN BLOCK 6 IN M.E. MAKIN AND SONS FIRST ADDITION TO OAK LAWN, BEING A SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RAND 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 9717 Southwest Highway, Oak Lawn, Illinois

P.I.N. #24-08-120-004 and 005

WHEREAS, the Note has been modified pursuant to a Note Rodification Agreement amending the maturity date of the Note to July 1, 1997;

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 5.00 % 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 13.25 % 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 13.25 % 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.

Barretti, M.

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AMENDMENT TO MORTGAGE (cont'd)

NOW THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and dother 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 Nortgage is hereby changed to <u>July 1, 1997</u>.
- 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 5.00 % 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 13.25 % 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 13.25 % 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 one implied herein contained, or with regard to any warranty contained in this Amendment to Mortgage except the warranty made in this paragraph, all suchCA liability, if any, being expressly waived by Lander 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 restract any of the rights and remedies of Lender under any other document or instrument evidencing, securing or guaranteeing the indebtedness secured hereby."

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AMENDMENT TO MORTGAGE (cont'd)

*f/k/a Carfield Ridga Trust & Savings Bank BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED 10/13/87 AND KNOWN AS TRUST #87-10-2 LATTEST: ACCEPTED: BANK OF CHICAGO David A. Lilek Senior Vice Prosident CORPORATE ACKNOWLEDGMENT STATE OF ILLINOIS) SS. COUNTY OF COOK a Notary Public in an for the said Count, in the I, the industries. State aforesaid, DO CERTIFY that before me this day personally appeared and Draid Stanonic Correcto C. Lourdo be the Land Bout Officer and vice per about , a corporation, and acknowledged Of Book of Chicago 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 _____ My Commission Expires: CIFFE CIAL SEAL CARY & BAKALIK NOTARY PLOUS STATE OF ILLINOIS MY COMMOUS STATE OF 11/15/98

Property or Coot County Clert's Office