

# UNOFFICIAL COPY

96524921

AMENDMENT  
TO  
MORTGAGE

DEPT-01 RECORDING \$27.50  
765595 TRAN 7828 07/10/96 11:26:00  
\$9427 \* L.L. #--96-524921  
COOK COUNTY RECORDER

For Recorder's Use Only

\* Bank Illinois

This Amendment to Mortgage is dated as of January 1, 1996 and is between **Firststar** ~~Trust Company f/k/a Colonial Bank as Trustee, u/t/a dated 4/25/86 a/k/a Trust No. 981 -C~~ (the "Mortgagor") and **Firststar Bank Illinois f/k/a Colonial Bank** (the "Lender").

Mortgagor executed and delivered to Lender a [Trust Deed] dated December 18, 1990, (the "Mortgage") recorded in Cook County, Illinois, on January 10, 1991 as Document No. 91015415 and Assignment of Rents dated December 18, 1990 and recorded as Document No. 91015415.

The real property (the "Real Estate") subject to the Mortgage is located in Cook County, Illinois and described in Exhibit A attached hereto and made a part hereof.

The Real Estate is commonly known as 7245 W. Fullerton Avenue, Chicago, Illinois, (PIN No. 12-36-206-001).

The Mortgage secures, among other things, payment of the note (the "Note") from Mortgagor to Lender dated December 18, 1990, in the original principal amount of \$180,000.00, as described in the Mortgage, which Note has been amended by Lender and Mortgagor at the request of Mortgagor.

96524921

2750  
021

UNOFFICIAL COPY

11/11/11

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Mortgagor and Lender hereby amend the Mortgage as follows:

1. This Amendment is given for the same consideration recited in the Mortgage and in consideration of the amendment to Note recited above, and for other good and valuable consideration.
2. The Mortgage shall continue to secure, among other things, payment of the Note according to the terms of the Mortgage and the terms of the Note, as amended, and shall continue to secure the Note, as subsequently amended, extended, modified, and renewed.

Except as modified herein, all other terms, provisions and conditions of the Mortgage remain in full force and effect and nothing herein shall affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. This Amendment shall not be construed as or be deemed to be a waiver by Lender of existing defaults by Mortgagor, whether known or undiscovered.

IN WITNESS WHEREOF, the parties have signed below.

GENERAL DOCUMENT EXEMPTION RIDER

981-C

This document is created by Firststar Bank Illinois, not personally but as Trustee under Trust No. \_\_\_\_\_ as defined, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that not one in said document contained shall be construed as creating any liability on said Trustee personally to pay any and all such debts arising thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee in executing, the owner of any indebtedness or right arising under said document shall look solely to the premises described therein for the payment or collateral thereon and has no control over the management thereof or the income therefrom, and has no knowledge, responsibility, or liability with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust, in event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

**MORTGAGOR: Bank Illinois**  
**Firststar Bank Illinois f/k/a Colonial Bank as Trustee**  
**u/t/a dated 4/25/86 a/k/a Trust No. 981.-C**

By: Virginia L. Doyle  
Name: Virginia L. Doyle  
Title: Land Trust Officer

By: Mary Sigel  
Name: Mary Sigel  
Title: Land Trust Officer

**LENDER:**  
**FIRSTAR BANK ILLINOIS F/K/A**  
**COLONIAL BANK**

By: Maureen L. Prochenski  
Name: Maureen L. Prochenski  
Title: Vice President

By: Mark Fregatto  
Name: Mark Fregatto  
Title: Vice President

96584921

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

On this 21 day of June, 19 96, before me, a Notary Public, personally appeared Virginia L. Doyle and Mary Fiegel and to me personally known, who being by me duly sworn, did say that they are the Land Trust Ofcr and Land Trust Ofcr., respectively of Firstar Bank Illinois Illinois corporation and that this instrument was signed and sealed on behalf of such corporation, by its authority.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Angela McClain  
Notary Public  
State of Illinois  
My Commission: 3/31/99

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

On this 25 day of June, 19 96, before me, a Notary Public, personally appeared Maureen L. Prochenski and Mark Frighet and to me personally known, who being by me duly sworn, did say that they are the Vice President and Vice President, respectively of Firstar Bank Illinois, an Illinois banking association, and that this instrument was signed and sealed on behalf of such association, by its authority.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Linda D. Fuentes  
Notary Public  
State of Illinois  
My Commission: 05-24-99

This instrument was drafted by Grace A. Eisenbraun on behalf of Firstar Bank Illinois.

RETURN TO:

Firstar Bank Illinois  
5850 W. Belmont Ave.  
Chicago, IL 60640  
Location 16

g:gae/PRESTA4  
05/96



96524921

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

LOT 26 IN BLOCK 2 IN MARWOOD'S ADDITION TO CHICAGO, A SUBDIVISION IN SECTIONS 25 AND 36 IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 12-36-206-001  
COMMONLY KNOWN AS: 7245 W. FULLERTON AVENUE, CHICAGO, ILLINOIS

#### GENERAL DOCUMENT EXONERATION RIDER

This document is executed by Firststar Bank Fintis, not personally but as Trustee under Trust No. 981-c as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and held harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

96524921

UNOFFICIAL COPY

Property of Cook County Clerk's Office