

# UNOFFICIAL COPY

96544417

Prepared By:  
BANK OF CHICAGO  
6353 W. 55th St.  
Chicago, IL 60638  
Tracy Athern

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

DEPT-01 RECORDING 427.00  
190012 TRAK 1355 07/17/96 11:41:00  
13888 + RC 8-94-544417  
COOK COUNTY RECORDER

EP 1334 L  
①

This Space for Recorder's Use Only

### AMENDMENT TO MORTGAGE

THIS AMENDMENT made this 1st day of July, 1996 by and between Bank of Chicago f/k/a Garfield Ridge Trust & Savings Bank, not personally, but as Trustee pursuant to Trust Agreement dated 01/14/88 and known as Trust No. 88-1-3 (hereinafter referred as "Mortgagor") and Bank of Chicago (hereinafter referred to as "Mortgagee").

### W I T N E S S E T H:

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 Twenty Thousand and 00/100-----DOLLARS (\$120,000.00) from the Mortgagor dated June 1 1994 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded June 23, 1994 with the Recorder of Deeds of Cook County, Illinois as document No. 94552999, and amended pursuant to Amendment to Mortgage recorded September 27, 1995 as document No. 95654517, and conveyed the real estate described below:

THE SOUTH 50 FEET OF LOT 69 IN FREDERICK H. BARTLETT'S 47TH STREET SUBDIVISION OF LOT "C" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 OF SECTION 3 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
Property Address: 4404 S. Komensky, Chicago IL  
P.I.N. #19-03-409-008

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

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 July 1, 1997.
2. This Agreement shall be attached to and made a part of the Mortgage.
3. Mortgagor warrants that the Mortgage, as modified hereby, is valid, binding and enforceable according to its terms.

Handwritten initials/signature

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BOX 333-CTI

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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 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 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 restrict any of the rights and remedies of Lender under any other document or instrument evidencing, securing or guaranteeing the indebtedness secured hereby."

BANK OF CHICAGO, \*NOT PERSONALLY, BUT AS TRUSTEE \*F/K/A GARFIELD RIDGE TRUST & SAVINGS BANK U/T/A DATED 01/14/88 AND KNOWN AS TRUST #83-1-3

BY: Georgann C. Losurdo

ATTEST: JUNE A. NOWOINY

ACCEPTED:  
BANK OF CHICAGO

BY: Donald A. Stanczyk  
Donald A. Stanczyk, Senior Vice President

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### CORPORATE ACKNOWLEDGMENT

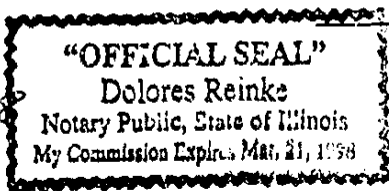
STATE OF ILLINOIS)

COUNTY OF COOK ) SS.

I, UNDERIGNED, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared GEORGANN C. LOSURDO and JUNE A. NOWOINY known to me to be the Land Trust Officer and Vice President of BANK OF CHICAGO, a corporation, and acknowledged 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 1st day of July, 1996.

My Commission Expires: March 21, 1998



Dolores Reinke  
Notary Public

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