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COOK COUNTY RECORDER

AMENDMENT TO MORTGAGE

For Recorder's Use Only

This Amendment to Mortgage is dated as of May 1, 1996, and is between Garl Wiegand and Janet Wiegand (the "Mortgagor") and Firstar Bank Illinois f/k/a Colonial Bank & Trust Company (the "Lender").

Mortgagor executed and delivered to Lender a [Mortgage] dated May 3, 1983, (the "Mortgage") recorded in <u>Cook</u> County, Illinois, as <u>Document No. 26642536</u> followed by the following extensions and modifications:

Extension Agreement dated May 31, 1985 recorded as <u>Document # 85055071</u>; Extension Agreement dated June 1, 1987 as <u>Document # 87437176</u>; Extension Agreement dated May 25, 1989 as <u>Document # 89290949</u>; Note and Modification Agreement dated June 1, 1990 as <u>Document # 90345112</u>; Note and Modification Agreement dated May 1, 1992 as <u>Document # 92416975</u>; a Modification of Mortgage dated May 1, 1994 recorded as <u>Document # 94567978</u>; and a Modification of Mortgage dated May 1, 1995 recorded as <u>Document # 95371511</u>.

The real property (the "Real Estate") subject to the Mortgage is located in <u>Cook</u> County, Illinois and described in Exhibit A attached hereto and made a part hereo?

The Real Estate is commonly known as 183rd Street and Western. Homewool, Illinois, (PIN No. 32-06-100-072-0000 and 32-06-076-0000).

The Mortgage secures, among other things, payment of the note (the "Note") from Mortgagor to Lender dated May 3, 1983, in the original principal amount of \$113,000.00, as described in the Mortgage, which Note has been amended by Lender and Mortgagor at the request of Mortgagor.

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Mortgagor and Lender hereby amend the Mortgage as follows:

- 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.

MORTGAGOR:

Ву: \_\_\_\_\_\_

By: Janet Wievand

LENDER:

FIRSTAR BANK ILLINOIS F/K/A COIONIAL BANK & TRUST COMPANY

By: Maureen L. Prochenski

Title: Vice President

By: Thomas h Harrym Name: Thomas w. Harazis

Title: Vic Privilet

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STATE OF ILLINOIS
Out ) SS.
COUNTY OF Cock ) ss.
rand Man gr
On this 22 day of May, 19 %, before me, a Notary Public, personally appeared
Carl Wiegand and Janet Wiegand and to me personally known, to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared before me this day in person
and scknowledge that they signed and delivered the said instrument as their own free and
voluntary act of said, for the use and purposes therein set forth.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
I Linda D. Frentes
Notary Public
"OFFICIAL SEAT"
State of Illinois LINDAD FUENTES
My Commission NOTARY PUBLIC STATE OF ILLINOIS
Commission Expires 05/24/99
STATE OF ILLINOIS )
COUNTY OF Cook ) ss.
COUNTY OF ODDRO )
On this Anday of May, 19 16, before me, a Notary Public, personally appeared
Maureen L. Prochenski and Thomas W. Harazim and to me personally known, who being by me duly sworn, did say that they are the <u>Vice President</u> and <u>Vice President</u>
respectively of Firster Bank Illinois, an Illinois banking association, and that this
instrument was signed and sealed on behalf of such association, by its authority.
instrument was signed and senior on senior of such association, by its dudinity.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
$\frac{1}{\sqrt{2}}$
ANIABARARAMA Sinder N. Surks
"OFFICIAL SEAL" Notary Public
LINDAGE REPLATES  ***********************************
State of Illinois
My Commission: 5-24-99
This instrument was drafted by Grace A. Eisenbraun on behalf of Firstar Bank Illinois.

RETURN TO:

Firstar Bank Illinois

≶850 W. Belmont Ave. Chicago, IL 60640

Location 16\_

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF LOTS 1 AND 2 IN THE SUBDIVISION OF THE NORTH 462 FEET OF THAT PART OF THE NORTHWEST 1/4 LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE 33 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6 WITH A LINE 560 FEET EAST AND PARALLEL TO THE WEST LINE OF THE NORTH WEST 1/4 OF SECTION 6: THENCE SOUTH ON SAID PARALLEL LINE A DISTANCE OF 120 FEET TO A POINT; THENCE WEST ON A LINE 153 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6 A DISTANCE OF 30 FEET TO A POINT: THENCE SOUTH ON A LINE 500 FEET EAST OF AND PARALLLL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, A DISTANCE OF 30 FEET TO A POINT; THENCE WEST ON A LINE 183 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, A DISTANCE OF 110 FEET TO A POINT: THENCE SOUTH ON A LINE 390 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST /14 OF SECTION 6, A DISTANCE OF 279.10 FEET TO A POINT; THENCE WEST ON A STRAIGHT LINE WHICH MAKES AN ANGLE OF 39 DEGREES, 58 MINUTES, 15 SECONDS WITH THE LAST NAMED PARALLEL LINE, WHEN TURNED FROM NORTH TO WEST, A DISTANCE OF 38.59 FEET TO A POINT; THENCE SOUTH ON A LINE 350.81 FEET EAST OF AND PARALLEL TO THE VEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, TO THE POINT OF INTERSECTION WITH A LINE 180 FEET OF AND PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 0/4 OF SAID SECTION 6: THENCE EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 581 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 286.95 FEET TO A POINT; THENCE EASTERLY ON A STRAIGHT LINE, SAID LINE WHICH IS 467 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION. AFORESAID, A DISTANCE OF 68 FEET TO A POINT: THENCE NORTHERLY ON A STRAIGHT LINE, SAID LINE WHICH IS 649 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST /14 OF SAID SECTION 6, TO THE POINT OF INTERSECTION WITH A LINE 33 FEET SOUTH 9 (AS MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE WESTERLY ON THE LAST NAMED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.:

32-06-100-072-0000; 32-06-100-076-0000

**COMMONLY KNOWN AS:** 

183rd Street and Western Homewood, Illinois

Property of Cook County Clerk's Office