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TRAK 3685 10/15/96 09:36:00
KF *-96-783722
COOK COUNTY RECORDER



AMENDMENT TO MORTGAGE

This Amendment is dated SEPTEMBER 16, 19 96, and is executed by The First National Bank of Chicago, either as original mortgagee or as assignee, ("Lender") and DAVID PIEL AND NICHELE PIEL, HIS WIFE

(jointly and severally, if more than one) ("Borrower").

WHEREAS, Borrower has executed and delivered to Lender a certain Mortgage dated JULY 8, 19 92, and recorded as document number 92563077 on JULY 31, 19 92, with the COOK County Recorder of Deeds, encumbering the following described property:

SEE LEGAL ATTACHED

(440380), R10-1399

Permanent Tax Number 17-16-406-028 & 029
which has the address of 720 S. DEARBORN APT. 1204
CHICAGO, IL 60608 ("Mortgage"); and

WHEREAS, Borrower has executed a certain agreement and disclosure statement or note dated, JULY 8, 19 92 in favor of the Lender, which was amended by a certain allonge dated, SEPTEMBER 16, 19 96, which increased the credit limit to \$ 50,000.00 and extended the maturity date ("Note as Amended")

WHEREAS, Lender and Borrower wish to amend the Mortgage to conform to such amendments;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Lender and Borrower agree as follows:

The maximum principal sum secured by this Mortgage shall be increased to FIFTY THOUSAND AND NO/100 Dollars (U.S. \$ 50,000.00), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to the Note as Amended, whichever is less.

The full debt secured by this Mortgage shall be due and payable, if not paid earlier on the due date shown on the billing statement issued after five years from the date of this amendment.

Borrower waives all right of homestead exemption in the Property.

Except as specifically amended hereby, the Mortgage remains in full force and effect and is hereby ratified and confirmed in its entirety.

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IN WITNESS WHEREOF, this Amendment is executed the date above written.

David Piel
DAVID PIEL
Michele Piel
MICHELE PIEL

THE FIRST NATIONAL BANK OF CHICAGO

By: Loreto A. Kissane
LORETO A. KISSANE
Title: LOAN REPRESENTATIVE

(Space Below This Line For Acknowledgment)

This Document Prepared By: MARGARET I. RHODES The First National Bank of Chicago
One First National Plaza Suite 0203
Chicago, IL 60670

STATE OF ILLINOIS, Cook County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that
DAVID PIEL AND NICHELE PIEL, HIS WIFE

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of October, 1996.

My Commission expires:

Margaret I. Kreppel
Notary Public



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Legal Description: Unit 1204 in The Franklin Building Condominium, as delineated on survey of the following described real estate: Lot 13 (except those parts taken for streets) in block 126 in school section addition to Chicago, also that part of Lot 12 in Block 126 in the school section addition to Chicago lying E of the E line of Federal Street and W of the W line of Dearborn Street and S of the center line of the party wall erected pursuant to the agreement made by Stephen W. Rawson with Joseph E. Otis, dated November 12, 1889 and recorded January 20, 1890 as Document Number 1211776 and being the center line of the S wall of an 8 story brick building now situated partially upon Lot 7 in Block 126 aforesaid, also all of that part of the N 1/2 of Lot 18 in Block 126, in the school section addition to Chicago described as follows: commencing on the N line of said lot, at its intersection with the W line of Dearborn Street, and running S along the said W line of Dearborn Street, 24 feet 9 5/8 inches to the N face of the N wall of a 3 story brick building now situated partly upon the S 1/2 of said Lot 18, running thence W, along the N face of the said 3 story brick building and the extension thereof, to its intersection with the E line of Federal Street, said intersection being a point 25 feet 2 3/8 inches S of the N line of said Lot 18; thence N along the E line of Federal Street to the N line of said Lot 18, and thence E along the N line of said Lot 18, to the point of beginning, being in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Which survey is attached as Exhibit "A" to the Declaration of Condominium made by LaSalle National Bank, as Trustee u/v/a dated 8/3/1987 and known as Trust Number 112533 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 88585712, together with an undivided percentage interest in said parcel as defined and set forth in said declaration and survey as amended from time to time in Cook County, Illinois.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16th day of SEPTEMBER, 19 96, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage (the "Security Instrument") dated of even date herewith, given by the undersigned (the "Mortgagor") to secure Mortgagor's obligations under that certain Equity Credit Line Agreement, dated of even date herewith, between Mortgagor and The First National Bank of Chicago (the "Lender") and covering the property described in the Security Instrument and located at 720 S. DEARBORN APT. 1204 CHICAGO, IL 60608 (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as _____ (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Mortgagor's interest in the Association, in the uses, proceeds and benefits of Mortgagor's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree as follows:

A. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Association pursuant to the provisions of the Declaration, by-laws, code of regulations and any other equivalent documents (the "Constituent Documents") of the Condominium Project.

B. Hazard Insurance. So long as the Association maintains, with a generally accepted insurance carrier, a "master", "blanket", or similar such policy on the Condominium Project, which policy provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, the Mortgagor's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Mortgagor.

C. Lender's Prior Consent. Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the Constituent Documents, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium Project.

D. Easements. Mortgagor also hereby grants to the Lender, its successors and assigns, as rights and easements appurtenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.

The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and stipulated at length herein.

E. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

x Michelle Paul
x David Paul

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