

Amendment to Mortgage

This Amendment to Mortgage ("Amendment") is made and entered into by Sherwin Katz and Barbara Katz (sometimes hereinafter collectively the "Mortgagor") in favor of Bank of Northern Illinois, National Association (the "Bank"), as of August 15, 1996.

[Handwritten Signature] RECITALS

WHEREAS, Pace Design executed a certain Revolving Line of Credit Note dated August 15, 1995 (together with any renewals, modifications, or extensions thereof, the "Note"), in the principal amount of \$75,000.00 payable to the order of the Bank to evidence a loan in said sum.

WHEREAS, the Mortgagor, to secure repayment of the Note and all renewals, extensions, or modifications thereof, executed and delivered to the Bank a Mortgage (together with any extensions or modifications thereof, the "Mortgage"), dated August 15, 1995 and recorded in the office of the Cook County, Illinois Recorder of Deeds as document number 95640006 pursuant to which the Mortgagor did mortgage, grant, warrant and convey to the Bank the premises legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the Bank has agreed to amend the loan evidenced by the Note and secured by the Mortgage, provided the Mortgagor executes this Amendment and any further documents as the Bank may require to document the amended terms of the aforesaid loan.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

- 1. Incorporation of Recitals. All of the foregoing recitals are incorporated herein by reference.
- 2. Amendment to Mortgage. The Mortgage is hereby amended to provide that it shall stand not only as security for the debt evidenced by the Note, but as such Note is amended by a certain First Amendment to Note of even date herewith executed by Pace Design in favor of the Bank wherein, among other amendments, the maturity date of the Note was extended to August 15, 1996. The Mortgagor acknowledges that, pursuant to such amendment to the Note, there has been an increase in the maximum credit available under the line of credit evidenced by the Note, and that any and all further advances pursuant to the Note as amended, together with the interest thereon, shall also be secured by the Mortgage and this Amendment until all sums due under the Note are fully repaid to the Bank. The Mortgagor hereby confirms that to the extent the Mortgage, or any extension or amendment thereof, was executed or dated prior to the date of the Note, or was originally given to pledge the property described therein to secure other debts in addition to that evidenced by the Note or to secure the debts generally of Mortgagor and/or the Note maker to the Bank, the property described in the Mortgage was then and hereby stands as security for the debt evidenced by the Note, and all renewals, extensions and modifications thereof, on the terms specified in the Mortgage and any amendments thereto.

The Mortgagor acknowledges that Bank of Northern Illinois, a state banking corporation, defined as the "Bank" under the Mortgage, has been merged into and is now known as Bank of Northern Illinois, National Association. Any reference in the Mortgage to "Bank" shall be to Bank of Northern Illinois, National Association. Mortgagor shall be liable to Bank of Northern Illinois, National Association for all of the obligations under the original Mortgage, as amended, renewed or extended from time to time, as if the Mortgagor had originally executed the Mortgage, and all renewals, extensions or modifications thereof, in favor of Bank of Northern Illinois, National Association.

3. Acknowledgement of Amount. The Mortgagor acknowledges that the maximum credit available at any time under the Note as of the date hereof is \$125,000.00, which includes an increase in the credit limit as set forth in paragraph 2 above.

4. Hypothecation. In the event that one or more of the Mortgagors is/are not the same person or entity as the borrower under the Note, the Mortgagor agrees that the Property shall stand as security for the debt evidenced by the Note and all renewals, modifications or extensions thereof, including without limitation the Note amendment described in paragraph 2, as if the undersigned had duly assigned, released, transferred and delivered the Property to Pace Design, who with full ownership thereof, had pledged said Property to secure said debt upon the terms herein stated and as otherwise provided by law.

5. No Implied Amendments. Except as expressly modified hereby, all of the terms and conditions of the Mortgage shall remain unchanged and in full force and effect, and any other pledge of the Property to secure any other obligations or debt under the Mortgage shall remain unaffected hereby.

6. Reaffirmation. Mortgagor hereby incorporates by reference herein and restates as of the date hereof, all of the representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the "Undertakings"), of the Mortgagor contained in the Mortgage or in any other instrument related thereto which has been submitted to the Bank, and affirms that all such Undertakings are currently in full force and effect and shall remain continuously applicable to the transactions to which the Mortgage relates until all of the Mortgagor's and/or the Note maker's obligations and liabilities to the Bank are completely satisfied.

7. Waiver. Mortgagor acknowledges and agrees that as of the date hereof, the Mortgage is/are good, valid, and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitutes the legally binding obligation of the Mortgagor to the Bank. No event or act has occurred which might or could impair the enforceability thereof or result in the discharge of the Mortgagor thereunder or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Mortgagor has made or given to the Bank. The Mortgagor waives and releases any cause of action it might have or claim to have against the Bank arising out of or in any way related to the execution and enforcement of the Mortgage or the transactions to which it/they relate(s).

To the extent permitted under law, the Mortgagor further waives and releases: all rights and benefits under and by virtue of the homestead exemption laws, moratorium laws and other laws limiting the enforcement of the Mortgage, as amended; all rights of redemption under any judgement of foreclosure of the Mortgage; any redemption rights granted by law on behalf of the Mortgagor, any trust estate and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the property pledged by the Mortgage as of or subsequent to the date of the Mortgage; the benefit of all appraisal, valuation, stay or extension laws; any reinstatement rights now or hereafter in force under applicable law; and all rights of marshalling in the event of any sale of the mortgaged property or any part thereof or any interest therein; all whether statutory or otherwise.

8. Affirmation of Mortgage. The Mortgage continue(s) to be a valid and subsisting lien(s) upon the Property, which is free and clear of all other liens and encumbrances except those in favor of the Bank or those which have been expressly permitted by the Bank, if any.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument as of the date first written above.

[Handwritten Signature]
Sherwin Katz, Individually

DEPT. OF RECORDING 025.50
 140011 TRAN 3800 10/21/96 15:22:00
 \$4728.00 KF #96-800972
 COOK COUNTY RECORDER
 SEPT-10 PENALTY \$22.00

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

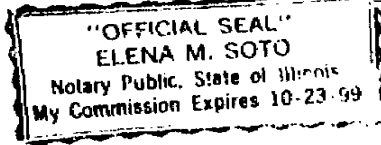
I, Elena M. Soto, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sherwin Katz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of September, 1996

Elena M. Soto

NOTARY PUBLIC

COMMISSION EXPIRES:



Barbara Katz
Barbara Katz, individually

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

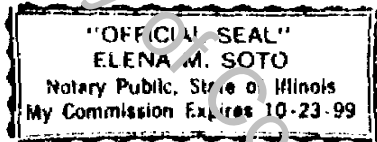
I, Elena M. Soto, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barbara Katz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of September, 1996

Elena M. Soto

NOTARY PUBLIC

COMMISSION EXPIRES:



This document prepared by and to be returned to after recording.

Bank of Northern Illinois, N.A.
Commercial Loan Department
1301 Waukegan Road
Glenview, IL 60025



COOK County Clerk's Office

96800972

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Lot 28 (except the North 5 feet thereof) and Lot 29 all in Simpson and Keeler Addition to Highlands being a Subdivision of the East 1/8 of the North 3/4 of the West 1/2 of the North East 1/4 of Section 15, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 9412 N. Keeler
Skokie, IL 60076

P.I.N.: 10-15-210-025

Property of Cook County Clerk's Office

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