

UNOFFICIAL COPY

AMENDMENT TO INSTALMENT NOTE AND TRUST DEED

Chicago, Illinois

THIS INDENTURE, made October 1, 1996 between Chicago Title and Trust Company, an Illinois Corporation,

DEPT-01 RECORDING \$25.50
T47777 TRAN 2979 11/25/96 12:20:00
#3962 # RH *-96-895608
COOK COUNTY RECORDER

not personally but as Trustee under Trust Agreement dated August 31, 1978 and known as

Trust No. 1068404, herein referred to as First Party and Oak Trust and Savings Bank, an Illinois Banking Corporation, herein referred to as Second Party,

THAT WHEREAS, First Party is the obligor on an Instalment Note, dated September 3, 1976 in the amount of \$ 32,900.00 with a current unpaid balance of \$ 20,193.99 which Note bears interest at the rate of 8.25 per cent per annum, matures October 1, 1996 bears Chicago Title and Trust Company Identification No. 604231 and is secured by a Trust Deed recorded by the Recorder of Deeds of Cook County, Illinois as Document No. 23653760 which Trust Deed pertains to the following described Real Estate:

Lot 2 in Block 2 of H.O. Stone & Co.'s second addition to Belmont Terrace, being a subdivision of Lot 6 in Assessor's division of the East half of Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 12-24-408-027-0000
Address: 3440 N. Oleander, Chicago, Illinois

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THAT WHEREAS, First Party has requested Second Party who is the holder of said Note to extend the maturity date to October 1, 2001, and to amend the interest rate to 8.00% per annum effective November 1, 1996,

NOW THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by First Party to Second Party, receipt of which is hereby acknowledged, the parties hereunto agree to amend said Note and related Trust Deed as follows:

The maturity date of October 1, 1996 is amended to read October 1, 2001, and the interest rate of 8.25% per annum is amended to read 8.00% per annum effective November 1, 1996.

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MAIL TO: Oak Trust and Savings Bank
1000 N. Rush Street
Chicago, Illinois 60611

This instrument was prepared by:
William T. O'Neil, Attorney-at-Law
1000 N. Rush St., Chicago, Ill. 60611

FOR VALUE RECEIVED, THE UNDERSIGNED GUARANTORS HEREBY CONSENT TO THE ABOVE AMENDMENTS AND ACKNOWLEDGE THE CONTINUATION OF THEIR GUARANTIES AS STATED IN THE ORIGINAL GUARANTY.

By: _____

Accepted: OAK TRUST AND SAVINGS BANK

NOTARY PUBLIC

Given under my hand and notarial seal this _____ day of _____, 199____.

and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said _____, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ acknowledged that he/she, as custodian of the corporate seal of said _____ did affix the corporate seal of said _____ to said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____ as Trustee as aforesaid, for the uses and purposes therein set forth.

State of Illinois) ss
County of _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of _____ Trustee,

By: _____
~~SEE ATTACHED EXCULPATORY~~
~~CLAUSE FOR SIGNATURE~~

Chicago Title and Trust Company, an Illinois Corporation, not personally but as Trustee under Trust Agreement dated August 31, 1976 and known as Trust No. 1068407

All other terms and conditions of said Instalment Note and Trust Deed remain unchanged.

80950830

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EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER
TRUST NUMBER 1068407 ATTACHED TO AMENDMENT
DATED 10/1/96 TO OAK TR + SAVINGS BK.

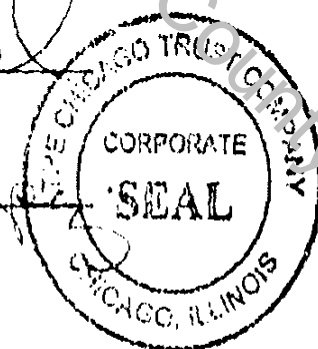
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: NOV 2 1936

The Chicago Trust Company, as Trustee
Under Trust No. 1068407

By: *[Signature]*
Assistant Vice President

Attest:
By: *[Signature]*
Assistant Secretary



State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of THE CHICAGO TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this NOV 2 1936



[Signature]
NOTARY PUBLIC

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Property of Cook County Clerk's Office

MAIL TO

CAK TRUST and SAVINGS BANK
1200 N. RUSH STREET
CHICAGO, IL 60611

#140

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