

# UNOFFICIAL COPY

96977932

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 \$27.00  
T#0012 TRAN 3540 12/30/96 11:18:00  
#3427 CG \*-96-977932  
COOK COUNTY RECORDER

EP1534 L  
①

This Space for Recorder's Use Only

## AMENDMENT TO MORTGAGE

THIS AMENLMENT made this 7th day of December, 1996 by and between Bank of Chicago, not personally, but as Trustee u/t/a dated November 23, 1993 and known as Trust No. 93-11-7 (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 Fifty Thousand and 00/100-----DOLLARS (\$50,000.00) from the Mortgagor dated December 7, 1993 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded December 9, 1993 with the Recorder of Deeds of Cook County, Illinois as Document No. 03020590 and conveyed the real estate described below:

SEE RIDER B ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to December 7, 1999;

WHEREAS, note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to 9.25% per annum, and;

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement changing the default interest rate on the note as follows: Interest shall accrue at a rate equal to 5.00% per annum above the Prime Rate as identified by the Lender from time to time as its Prime Rate (the "Default Rate") provided however, that at no time shall the Default Rate be less than 13.25% per annum. The Default Rate shall change on the same date that the Prime Rate changed unless a change in the Prime Rate would cause the Default Rate to become less than 13.25% per annum. The Prime Rate is one of the Bank's index rate and merely serves as a basis under which effective rates of interest are calculated for loans making reference thereof and may not be the lowest or best rate at which the Bank calculates interest or extends credit.

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:

**BOX 323-CTI**

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AMENDMENT TO MORTGAGE (cont'd)

1. The Maturity Date of the Note as reflected on the Mortgage is hereby changed to December 7, 1999.

2. The Interest Rate of the Note as reflected on the Mortgage is hereby changed to 9.25 % per annum.

3. The Default Interest Rate of the Note as reflected on the Mortgage is hereby changed to the following:

Interest shall accrue at a rate equal to 5.00 % per annum above the Prime Rate as identified by the Lender from time to time as its Prime Rate (the "Default Rate") provided however, that at no time shall the Default Rate be less than 13.25 % per annum. The Default Rate shall change on the same date that the Prime Rate changed unless a change in the Prime Rate would cause the Default Rate to become less than 13.25 % per annum. The Prime Rate is one of the Bank's index rates and merely serves as a basis under which effective rates of interest are calculated for loans making reference thereof and may not be the lowest or best rate at which the Bank calculates interest or extends credit.

4. This Agreement shall be attached to and made a part of the Mortgage.

5. Mortgagor warrants that the Mortgage, as modified hereby, is valid, binding and enforceable according to its terms.

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  
U/T/A DATED 11/23/93 AND KNOWN AS TRUST #93-11-7

BY: Leonard C. Lequardt  
LAND TRUST OFFICER

ATTEST: David White  
SR. VICE PRESIDENT

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AMENDMENT TO MORTGAGE (cont'd)

ACCEPTED:

BANK OF CHICAGO

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

## CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS) )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned \_\_\_\_\_, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared Georgeann C. Losurdo and DAVID A. LILEK known to me to be the Land Trust Officer and Sr. 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 26th day of December, 1996.

Dolores Penke  
Notary Public

My Commission Expires:

March 21, 1998

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## RIDER B

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 21 IN THE SUBDIVISION OF BLOCK 5 IN S.J. GLOVER'S ADDITION TO CHICAGO BEING THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY ILLINOIS.

P.I.N. # 16-26-110-016

COMMON ADDRESS: 2455 S. PULASKI  
CHICAGO, ILLINOIS

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#### PARCEL 2:

LOT 32 IN BURLINGTON SUBDIVISION A RESUBDIVISION OF CERTAIN LOTS IN BLOCKS 5, 6, 14, 15, 22 AND 23 IN CRAWFORD'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD IN COOK COUNTY, ILLINOIS

P.I.N. # 16-27-234-021

COMMON ADDRESS: 4124 W. 26TH ST.  
CHICAGO, ILLINOIS

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