Prepared By: , BANK OF CHICAGO 3 6353 W. 55th St. Chicago, IL 60638 Tracy Athern Return To: BANK OF CHICAGO Loan Administration Dept. 6353 W. 55th St. Chicago, IL 60638 EP1534 2

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. DEPT-01 RECORDING

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\$3428 ¢ CG ★-96-977935 COOK COUNTY RECORDER

This Space for Recorder's Use Only

AMENDMENT TO MORTGAGE

THIS AMENDMENT made this 21st day of December, 1996 by and between Stanley J. Kapelanski and Grace M. Kapelanski (hereinafter referred as "Mortgagor") and B'NK OF CHICAGO f/k/a Bank of Chicago/Garfield Ridge (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagee 13 the holder and owner of a certain Mortgage (hereinafter referred to as the "Mortgage") securing a Secured Business Note (hereinafter referred to as the "Mortgage") in the original principal sum of One Hundred Thousand and 00/100----- JOI LARS (\$100,000.00) from the Mortgagor dated December 21, 1990 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded <u>Cocamber 31</u>, 1990 with the Recorder of Deeds of Cook County, Illinois as document No. 90630520, and amended pursuant to Amendment to Mortgage recorded December 30, 1993 as document No. 03079451, and conveyed the real estate describes telow:

LOT 2 AND THE NORTH 5 FEET IN BLOCK 4 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SICTION 15) IN MURDOCK. JAMES AND COMPANY'S CRAWFORD AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

Property Address: 5736 South Pulaski, Chicago IL P.I.N. #19-15-222-046

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to December 21, 2001;

WHEREAS, note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to 9.00% fixed 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 4.75% 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 13.00% per annum. The Default Rate shall change on the same date that the

BOX 333-CTI

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Prime Rate changed unless a change in the Prime Rate would cause the Default Rate to become less than 13.00% 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.

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the monthly payment amount of the Note to \$1,042.99 principal and interest.

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, Mortgacee and Mortgagor agree as follows:

- 1. The Maturity Date of the Note as reflected on the Mortgage is hereby changed to December 21, 2001.
- 2. The Interest Rate of the Note as reflected on the Mortgage is hereby changed to 9.00% fixed 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 4.75% 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 13.00% 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 13.00% 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.

- The monthly payment amount of the Note as reflected on the Mortgage is hereby changed to \$1,042.99 principal and interest!
 - 5. This Agreement shall be attached to and made a part of the Mortgage.
- 6. 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.

Grace M. Kapelanski

ACCEPTED:

BANK OF CHICAGO

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(cont'd) TO MORTGAGE

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS)

SS.

)

COUNTY OF COOK

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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

Stanley J. Kapelanski and Grace M. Kapelanski known to me to be the same person(s) whose names are subscribed to the foregoing instrument and acknowledges that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of December, 19 96.

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