

UNOFFICIAL COPY

96026250

Loan #3240000427

DEPT-01 RECORDING \$25.00
T#0012 TRAN 8628 01/10/96 11:29:00
#4838 + CG *-96-026250
COOK COUNTY RECORDER

AMENDMENT TO MORTGAGE

This Amendment to Mortgage made this November 13, 1995, by and between the Mortgagor Colonial Bank * (hereinafter referred to as "Obligor") and the Mortgagee, Firststar Bank Illinois, N.A. (hereinafter referred to as "Lender").

WHEREAS, Obligor is indebted to lender, which indebtedness is evidenced by Obligor's Note dated September 24, 1990 (hereinafter referred to as "Note"), which indebtedness evidenced by the Note is secured by the Real Estate Mortgage (hereinafter referred to as "Mortgage") dated September 24, 1990, and recorded in the office of the Cook County Recorder inclusive, as Document No. 90466435, covering the following described property located in the County of Cook, State of Illinois:

SEE EXHIBIT "A" ATTACHED

9500/96

WHEREAS, the Obligor and Lender have extended and revised the Note so that if it is not sooner paid the balance shall be due and payable on October 1, 2000.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed that the Mortgage is extended so that it will remain as security for the payment of the Note as extended and revised and all other amounts as provided in said Mortgage.

It is further agreed that all the terms and conditions of said Mortgage shall remain in full force and effect. The undersigned acknowledge(s) receipt of a copy of this document.

*Firststar Bank Illinois f/k/a Colonial Bank, As Trustee as aforesaid and not personally u/t/a dated 8/12/90 a/k/a #1808-C

See reverse/attached for Trustee's Exoneration or Exculpatory Language, which is hereby expressly made a part hereof.

By: Maria A. Fotino
Trustee Marie A. Fotino, Vice President

Attest: Mary Figiel
~~Asst. Secretary~~ Mary Figiel, Land Trust Officer

STATE OF ILLINOIS, COUNTY OF COOK, SS.

On the 7th day of December, A.D. 1995, before me, a Notary Public in and for said County, State of Illinois, personally appeared Marie A. Fotino and Mary Figiel, to me known to be the person(s) named in and who executed the within and foregoing instrument, to which this is attached and acknowledged that they executed the same as their voluntary act and deed.

June M. Stout
Notary Public in and for the State of Illinois
My Commission expires on _____

" OFFICIAL SEAL "
JUNE M. STOUT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/17/96

This instrument was drafted by Jill Crawley, at the address below, on behalf of Firststar Bank Illinois, N.A.

Return To: Firststar Mortgage Servicing
Attn: Jill Crawley
PO Box 2907
Milwaukee WI 53201

BOX 333-CT1

72-70-235-N.A

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MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by Firstar Bank Illinois, 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 Firstar Bank Illinois, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Firstar Bank Illinois personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or representation made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder and that so far as the Trustee and its successors and said Firstar Bank Illinois personally are concerned the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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EXHIBIT A

Lot 1 and the North 1/2 of Lot 2 in Block 6 in Race's Subdivision of the East 1/2 of the North West 1/4 of the North East 1/4 and the West 1/2 of the North East 1/4 of the North East 1/4 of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #13-23-212-001

Commonly known as: 3859 N. Bernard, Chicago, IL 60618

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