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AMENDMENT TO MORTGAGE

. DEPT-01 RECORDING

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- COOK COUNTY RECORDER

For Recorder's Use Only

This Amendment to Mortgage is dated as of <u>January 1</u>, 1996, and is between <u>Firstar Bank Illinois fik/a First Colonial Trust Company as Trustee u/t/a dated 10/03/88 a/k/a Trust No. 5220 (the "Mertgagor") and Firstar Bank Illinois f/k/a All American Bank of Chicago (the "Lender").</u>

Mortgagor executed and delivered to Lender a [Mortgage] [Trust Deed] dated January 6, 19 93, (the "Mortgage") recorded in Cook County, Illinois, on January 8, 19 93, as Document No. 93016491 and an Assignment of Rents dated January 8, 1993 recorded on January 8, 1993 as Document No. 93016492.

[The real property (the "Real Estate") subject to the Mortgage is located in <u>Cook</u> County, Illinois and is described as follows:]

LOT 45 IN BLOCK 1 IN ALBERT WISNER'S SUBDIVISION OF LOTS 13 AND 14 IN BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Estate is commonly known as <u>2927 N. GRESHAM P. YENUE</u>, <u>CHICAGO</u>, Illinois, (PIN No. <u>13-26-215-045</u>).

The Mortgage secures, among other things, payment of the note (the "Note") from Mortgagor to Lender dated <u>January 1, 1993</u>, in the original principal amount of \$ <u>97,000.00</u>, as described in the Mortgage, which Note has been amended by Lender and Mortgagor at the request of Mortgagor.

Mortgagor and Lender hereby amend the Mortgage as follows:

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- 1. This Amendment is given for the same consideration recited in the Mortgage and in consideration of the amendment to Note recited above, and for other good and valuable consideration.
- The Mortgage shall continue to secure, among other things, payment of the Note
  according to the terms of the Mortgage and the terms of the Note, as amended,
  and shall continue to secure the Note, as subsequently amended, extended,
  modified, and renewed.

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Except as modified herein, all other terms, provisions and conditions of the Mortgage remain in full force and effect and nothing herein shall affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. This Amendment shall not be construed as or be deemed to be a waiver by Lender of existing defaults by Mortgagor, whether known or undiscovered.

IN WITNESS WHEREOF, the parties have signed below.

MORTGAGOR:

FIRSTAR BANK ILLINIOS F/K/A FIRST COLONIAL TRUST CO. AS TRUSTEE U/T/A DATED 10-03-88 A/K/A TRUST NO. 5220

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(all such lability if any, boing sepreshy waived by the parties herete and their resouctive sucketors and singen and that so the as and Trueise is conserved, the ornes of any indefinences or right accruing under said droument and Kad

us eferuseid, in the examps of power and authority conferred upon and weard in said Trustee on each, and it is express understood and agreed that pothing in said document contained shall be construed as croating cay liability an ass Truston personally to pay any indebtodoces scorning thereunds, or in perform any convenence, slider expressed a trapised, astacling but are finited to electroning indeminifications, and issic normices representation in seal documen By: Name: Norma J. Haworth

Title: Land Trust Officer

By: Mary Figiel
Name: Mary Figiel
Fitle: Land Trust Officer

LENDE'S:

FIRSTAR BANK 'LLINOIS F/K/A ALL AMERICAN BANK OF CHICAGO

By: Name Diego A. Mangawan
Title: Vice President

Name: Mark E. Brighetto
Title: Vice President

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<u>IOFFICIAL COPY</u> STATE OF ILLINOIS COUNTY OF <u>COOK</u> On this 16thay of January, 19 96 before me, a Notary Public, personally appeared Norma J. Rayorth and Mary Figiel and to me personally known, who being by me duly sworn, did say that they are the Land Trust Ofcr and Land Trust Officer respectively of Virstar Bank Illinois an Illiois corporation and that this instrument was signed and sealed on behalf of such corporation, by its authority. IN WITNESS WHEREOF, I hereunto set my hand and official seal. SEAL OFFICIAL CATHEE LAUGHLIN NOTARY PUBLIC, STATE OF !! LINOIS ? **Notary Public** MY COMMISSION EXPIRES 619/ State of Illinois My Commission:\_\_\_ STATE OF ILLINOIS COUNTY OF COOK On this 10t day of January . 1936, before me, a Notary Public, personally appeared Diego A. Mangawan and Mark E. Frisheth to me personally known, who being by me duly sworn, did say that they are the Vice President and Vice President, respectively of Firstar Bank Illinois a banking association, and that this instrument was signed and sealed on behalf of such association, by its authority. IN WITNESS WHEREOF, I hereunto set my hand and reticial seal. "OFFICIAL SEAL" Notary Public UTTA C. BLOMGREN State of Illinois Notary Public, State of Illinois My Commission: My Commission Expires 5/21/97 This instrument was drafted by S. Vale on behalf of Firstar Bank Illinois. **RETURN TO:** Firstar Bank Illinois Collateral Department 30 N. Michigan Ave. Chicago, IL 60602 96165691 Location 16

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