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AMENDMENT TO MORTGAGE,
SECURITY AGREEMENT AND ASSIGNMENT OF RENTS,
AND PROMISSORY NOTE

THIS AMENDMENT dated this 2nd day of February, 1996 entered into by LEONCIA BURKART (hereinafter referred to as "MORTGAGOR"), and MUFID H. ZAYED and LAILA M. ZAYED, his wife (hereinafter collectively referred to as "MORTGAGEE").

WHEREAS, this document constitutes an Amendment to the Mortgage and Security Agreement and Assignment of Rents dated October 1, 1993 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 20, 1993 entered into by MORTGAGOR in favor of MUFID H. ZAYED and LAILA M. ZAYED, his wife, of 1827 North New England, Chicago, Illinois 60631, under Document Number 93-844977, said Mortgage being upon the real estate set forth in Exhibit "A" of this Amendment commonly known as 1332-40 West North Avenue, Chicago, Illinois;

WHEREAS, the MORTGAGOR and MORTGAGEE have agreed to amend the terms of the Mortgage to include an additional and adjoining parcel of real estate which should have been included under the original conveyance and secured pursuant to the above-mentioned Mortgage. Due to unintentional inadvertence of the parties, said parcel had not been conveyed to MORTGAGOR by MORTGAGEE simultaneously with the property described in Exhibit "A" and, therefore, was not included under the original Mortgage described above, said parcel being commonly known as 1330 West North Avenue, Chicago, Illinois, of which the legal description is attached hereto as Exhibit "B" of this Amendment;

F	33 ²	A
P	30 ⁷	P
T	63 ²	V
I	(S)	

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COOK COUNTY RECORDER

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DEPT-01 RECORDING

\$33.50

DEPT-10 PENALTY

\$30.00

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WHEREAS, the parties desired that all the terms and conditions of the Mortgage and Security Agreement and Assignment of Rents entered into October 1, 1993 shall be a lien upon the property set forth in Exhibit "B" of this Amendment commonly known as 1330 West North Avenue, Chicago, Illinois, in addition to the property set forth in Exhibit "A" hereto;

WHEREAS, the MORTGAGOR has had control of the property described in Exhibit "B" since October 1, 1993, although she did not have fee title to said property. MORTGAGEE should have conveyed said property to MORTGAGOR under a Deed dated October 1, 1993 upon the execution of this Amendment;

WHEREAS, the second installment of the 1994 Cook County real estate taxes have not been paid due to the bills having arrived at the address of the real estate rather than at the address of either the MORTGAGOR or MORTGAGEE. The first installment of 1995 Cook County real estate taxes will be due March 1, 1996.

NOW THEREFORE, for TEN (\$10.00) DOLLARS and other good and valuable consideration, including the conveyance of the real estate set forth in Exhibit "B" to MORTGAGOR by MORTGAGEE, MORTGAGOR agrees as follows:

1. That the property described in Exhibit "B" of this Amendment shall be subject to the terms and provisions of the Mortgage and Security Agreement and Assignment of Rents between MORTGAGOR and MORTGAGEE as if said property had been conveyed to MORTGAGOR by MORTGAGEE on the date of October 1, 1993.

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2. That the principal balance of the Note, including the January, 1996 principal payment, is \$306,025.85. In lieu of the payment of \$30,000.00 toward reduction of the principal pursuant to Paragraph D of the Promissory Note dated October 1, 1993 from MORTGAGOR to MORTGAGEE, the MORTGAGOR shall make a principal payment of SIXTY-TWO THOUSAND (\$62,000.00) DOLLARS upon the execution of this Amendment, reducing the principal balance due thereunder to \$244,025.85 as of January 31, 1996.

3. That the monthly payment of principal and interest shall be adjusted to \$2,046.82 per month, beginning the first day of March, 1996, and on the first day of each and every month thereafter, with the remaining unpaid principal and interest being due and payable on the first day of November, 1999, the date on which the full payment of principal and any accrued interest is hereby extended.

4. That upon the execution of this Amendment, MORTGAGOR shall pay to MORTGAGEE the amount of \$3,106.05, representing the difference in monthly interest (\$207.07), which the MORTGAGEE is obligated to pay pursuant to the terms of the Promissory Note dated October 1, 1993 for the period of November 1, 1994 through January 31, 1996. The payment of principal and interest due February 1, 1996 shall be \$2,431.22.

5. That all terms and conditions of the Mortgage and Promissory Note respectively dated October 1, 1993 shall remain in full force and effect, except as modified herein, and terms and conditions of the Mortgage dated October 1, 1993 shall be applied to and shall be a lien upon the property set forth in Exhibit "B"

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of this Amendment, so that MORTGAGEE shall be secured with a lien upon the property described in Exhibit "A" and Exhibit "B" combined, the combined legal description being set forth in Exhibit "C" attached hereto and made a part of this Amendment.

6. That MORTGAGOR shall comply with all terms and conditions of the Mortgage and Security Agreement and Assignment of Rents dated October 1, 1993, as well as the Promissory Note dated October 1, 1993 secured by said Mortgage, except as modified herein, as if said property described in Exhibit "B" was originally included thereunder.

7. That the MORTGAGOR recognizes that this property is secured by a Promissory Note from MORTGAGOR to MORTGAGEE dated October 1, 1993 and that said Promissory Note incorporates by reference the terms of this Amendment.

8. That MORTGAGOR shall be responsible for making direct real estate tax and insurance premium payments. As long as payments are made when due, MORTGAGOR need not pay into a tax and/or insurance escrow to MORTGAGEE. MORTGAGEE is holding the sum of \$12,310.73 in the tax and insurance escrow. MORTGAGEE shall apply that amount as part of the principal payment made pursuant to Paragraph 2 of this Amendment. MORTGAGOR shall provide evidence of payment of the real estate taxes and insurance premiums within thirty (30) days after due date. MORTGAGOR shall pay the 1994 real estate taxes within fifteen (15) days after execution of this Amendment and shall pay the first installment of 1996 real estate

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taxes and all subsequent real estate taxes when due. MORTGAGOR shall maintain insurance as provided in the Mortgage upon the real estate and shall pay the insurance premiums upon same.

9. That all other terms and conditions of the Mortgage and Security Agreement and Assignment of Rents dated October 1, 1993 and the Promissory Note dated October 1, 1993, except as modified herein, shall remain in full force and effect.

10. That in consideration for the extension of the term of the Mortgage and the Promissory Note, MORTGAGOR does hereby release and forever discharge MUFID H. ZAYED and LAILA M. ZAYED, their agents, successors, legal representatives and legal assigns, from all actions, claims, demands for damages which may have accrued to MORTGAGOR resulting from any defect in the condition of the real estate located at 1332-40 West North Avenue, Chicago, Illinois, or in any of the improvements or personal property which may have been upon said real estate at the time of the conveyance of the property from MORTGAGEE to MORTGAGOR on October 1, 1993, or any other claim arising from the consummation of the sale of 1330-1340 West North Avenue, Chicago, Illinois, or from the failure to timely pay real estate taxes and/or insurance premiums upon the real estate herein as said taxes and/or insurance premiums become due.

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EXHIBIT "A"

LOT 26 IN SUB BLOCK 3 IN BLOCK 18 IN SHEFFIELDS'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"

WEST 1/2 OF LOT 27 IN SUB BLOCK 3 IN CHICAGO LAND COMPANY'S SUBDIVISION OF BLOCK 18 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "C"

LOT 26 AND WEST 1/2 OF LOT 27 IN SUB BLOCK 3 IN CHICAGO LAND COMPANY'S SUBDIVISION OF BLOCK 18 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Prepared by

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Chic, Ill 60602