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Prepared By:
BANK OF CHICAGO
6353 W. 55th St.
Chicago, IL 60638
ROSE BENCIK

Return To:
BANK OF CHICAGO
Loan Administration Dept.
6353 W. 55th St.
Chicago, IL 60638

DEPT-01 RECORDING \$29.00
TAG012 FROM 0231 04/19/96 11:37:00
\$1450.00 * -96-296967
COOK COUNTY RECORDER
DEPT-10 PENALTY \$26.00

EP 1240 L

This Space for Recorder's Use Only

AMENDMENT TO MORTGAGE

THIS AMENDMENT made this 15TH day of APRIL, 19 96 by and between BANK OF CHICAGO f/k/a BANK OF CHICAGO / GARFIELD RIDGE, NOT PERSONALLY BUT SOLELY AS TRUSTEE PURSUANT TO A TRUST AGREEMENT DATED DECEMBER 9, 1983 AND KNOWN AS TRUST NO. 83-12-5 (hereinafter referred as "Mortgagor") and BANK OF CHICAGO f/k/a BANK OF CHICAGO / GARFIELD RIDGE (hereinafter referred to as "Mortgagee").

WITNESSETH:

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 ONE HUNDRED FIVE THOUSAND AND 00/100 dollars (\$105,000.00) from the Mortgagor dated APRIL 15, 1991 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded APRIL 23, 19 91 with the Recorder of Deeds of COOK County, Illinois as document No. 91185822, and amended MAY 22, 19 92 as document No. 92360291, and further amended May 13, 19 93 as document No. 93363461 and conveyed the real estate described below:

LOT 4 IN BLOCK 43 IN F.H. BARTLETT'S 4TH ADDITION TO BARTLETT HIGHLANDS, IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 6415 W. ARCHER AVENUE, CHICAGO, IL. 60638

P.I.N. # 19-18-207-004

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to APRIL 15, 1997;

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

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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 \$ 255.00.

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:

1. The Maturity Date of the Note as reflected on the Mortgage is hereby changed to APRIL 15, 1997.
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

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