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43215 + JJ *-96-351248 COOK COUNTY RECORDER

AMENDMENT TO MORTGAGE

For Recorder's Use Only

This Amendment to Mortgage is dated as of March 1, 1996, and is between Firstar Bank Illinois f/k/a Colonial Bank, as Trustec, u/t/a dated 2/15/91 a/k/a Trust No. 1877-C (the "Mortgagor") and Firstar Bank Illinois f/k/a Colonial Bank (the "Lender").

Mortgagor executed and del vered to Lender a [Trust Deed] dated February 20, 1991, (the "Mortgage") recorded in Cook County, Illinois, on February 27, 1991 as Document No. 91088916, an Assignment of Rents dated February 20, 1991 and recorded as Document No. 91088917.

The real property (the "Real Estate") subject to the Mortgage is located in Cook county, Illinois and described in Exhibit A attached hereto and mide a part hereof.

The Real Estate is commonly known as 4625 N. Ronald, Harwood Heights, Illinois, (PIN No. <u>13-18-100-081-0000</u>).

The Mortgage secures, among other things, payment of the note (the "Note") from Mortgagor to Lender dated February 20, 1991, in the original principal amount of \$175,000.00, as described in the Mortgage, which Note has been amended by Lender and Mortgagor at the request of Mortgagor.

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Mortgagor and Lender hereby amend the Mortgage as follows:

- 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.
- 2. 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.

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.

Soo reverso/attached for Trustee's Exprendice or Exadipatory Language, which is hereby expressly made a parchereof.

MORTGAGOK;
Firstar Bank Illinois f/k/a Coloniai Bank, as
Trustee, u/t/a dated 2/15/91 a/k/a Trust No. 1877 -C
\mathcal{D}_{n}
By: Mary Figuel
Name: Piciel
Title: Jand Trust Officer
By: Janua J. Haworth
Namel Norma J. de vorth
Title: Land Trust Officer
LENDER:
FIRSTAR BANK ILLINOIS F/K/A
COLONIAL BANK
By: Shome whargon
Name: Thomas W. Harazim
Title: Vice President
By: Naures & Procherie
Name: Maureen L. Prochenski
Title: Vice President
4 1 7 2 7 1 1 1 2 2 3 1 4 5 3 1 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5

GENERAL DOCUMENT EXONERATION RIDER

This document is executed by Firster Rank Illinois, not personally but as Trustee und. Frust No.

as aforesaid, in the exercise of power and authority conferred upon and vested in as d Trusce as such, and it is expressly understood and agreed that nothing in said document contained shall be construed a creating any liability on said Trustee personally to pay any indebtedness accruing thereunder or to perform any convents, either expressed or implied, including but nor limited to warrenties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parases berrie and their respective successed and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right coming under said the inner shall look solely to the promises described therein and cas no control over the management thereof at I is income therefore, and has no knowledge respecting any factual metter with respect to said promises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of the rider shall be controlling.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)
On this 22 day of April 1996, before me, a Notary Public, personally appeared and Figiel and Norma J. Haworth and to me personally known, who being by me duly sworn, did say that they are the Land Trust Ofcr. and Land Trust Ofcr. corporation and that this respectively of Firstar Bank Illinois an Illinois corporation, by its authority.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
IN WITNESS WHEREOF, THE COMMENT OF THE PARTY
OFFICIAL SEAL " JUNE 16. STOUT NOTARY PUBLIC. 10.E OF ILLINOIS MY COMMISSION EAPIRES 7/17/98 State of Illinois My Commission:
STATE OF ILLINOIS)
) ss.
On this day of Level, 19 26 exists me, a Notary Public, personally appeared Thomas W. Harazim and Maureen L. Prochenski, and to me personally known, who being by me duly sworn, did say that they are the Vice President, and Vice President, respectively of me duly sworn, an Illinois banking association, and that this instrument was signed and Firstar Bank Illinois, an Illinois 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 official seal.
AND STEEL SEAL"
State of Illinois My Commission: LINDA D. FUENTES HOTARY PUBLIC STATE OF ILLINOIS Live Commission Expires 05/24/99
At the House on behalf of Firster Bank Illinois.
This instrument was drafted by Michele Huxel on behalf of Firstar Bank Illinois.
RETURN TO:

Firstar Bank Illinois
Collateral Department
30 N. Michigan Ave.
Chicago, IL 60602
Location 16
mtgamend
12/95

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOT 9 (EXCEPT NORTH 30 FEET AND EXCEPT SOUTH 10 FEET) IN GUNNISON STREET SUBDIVISION BEING A RESUBDIVISION OF LOT 3 (EXCEPT EAST 5 ACRES) IN C.R. BALLS SUBDIVISION OF NORTH 1/2 OF NORTHWEST 1/4 OF SECTION 18 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT SCHOOL LOT AND NORTH 25.4 ACRES OF NORHT EAST 1/4 OF NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: COMMONLY KNOWN AS:

13-18-100-081-0000

4625 N. RONALD. HARWOOD HEIGHTS, ILLINOIS

GENERAL DOCUMENT EXONERATION RIDER

This document is ensected by Firstar Bank Illinois, not personally but as Trustee under Trust No.

as aforegoid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained, are it he construed us creating any liability or and Trustee personality to pay any indebtedness accruing thereunder, or the efform any convenants, either expresses of implied, including that not limited to warranties, indomntications, and look hormless representations in said docting a fall such liability of any, noint expressly waived by the parties hereto and other connective successors and anaete that so far as and Trustee is concerned, the owner of any indebtedness or right forcid gunder said document shall not that a far as said Trustee is concerned, the owner of any indebtedness or right forcid gunder said document shall not the promises described therein and has no control over the runt generation that said trustee merely holds legal title to the promises described therein and has no control over the runt generation of the income thereform, and her no knowledge respecting any factual matter with respect to said pressitus, except as represented by the bucklinary or beneficiaries of said trust. In event of conflict between the terms of this right and of the agree that which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this right shall be controlling.

Property of Cook County Clerk's Office