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COOK COUNTY RECORDER



AMENDMENT TO MORTGAGE

75

This Amendment is dated APRIL 12, 1996, and is executed by The First National Bank of Chicago, either as original mortgagee or as assignee, ("Lender") and GERALD P. WISNIEWSKI, A BACHELOR

(jointly and severally, if more than one) ("Borrower") (3237) - R-1013 Page 2 of 2

WHEREAS, Borrower has executed and delivered to Lender a certain Mortgage dated MAY 13, 1991, and recorded as document number: 91306540 on JUNE 25, 1991, with the COOK County Recorder of Deeds, incumbering the following described property:

UNIT 2804 IN THE BOARDWALK CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 1, 2, 3, 11, 12, 13, 14, 15 AND 16 IN C.U. GORDON'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF LOTS 5, 6, 23 AND 24 AND THAT PART OF THE VACATED STREETS BETWEEN SAID LOTS IN SCHOOL TRUSTEE'S SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25120912, TOGETHER WITH AN UNDIVIDED 0.2529% INTEREST IN THE COMMON ELEMENTS AND THE RIGHT TO THE EXCLUSIVE USE AND POSSESSION AS A LIMITED COMMON ELEMENT OF PARKING SPACE NUMBER 302

Permanent Tax Number 14-16-300-032-1100
which has the address of 4343 N. CLARENDON AVE. #2804
CHICAGO, IL 60613-1547 ("Mortgage"); and

WHEREAS, Borrower has executed a certain agreement and disclosure statement or note dated MAY 13, 1991 in favor of the Lender, which was amended by a certain allonge dated APRIL 12, 1996, which increased the credit limit to \$ 34,400.00 and extended the maturity date ("Note as Amended")

WHEREAS, Lender and Borrower wish to amend the Mortgage to conform to such amendments;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Lender and Borrower agree as follows:

The maximum principal sum secured by this Mortgage shall be increased to THIRTY FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollars (U.S. \$ 34,400.00), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to the Note as Amended, whichever is less.

The full debt secured by this Mortgage shall be due and payable, if not paid earlier on the due date shown on the billing statement issued after five years from the date of this amendment.

Borrower waives all right of homestead exemption in the Property.

Except as specifically amended hereby, the Mortgage remains in full force and effect and is hereby ratified and confirmed in its entirety.

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IN WITNESS WHEREOF, this Amendment is executed the date above written.

Gerald P. Wisniewski

GERALD P. WISNIEWSKI

THE FIRST NATIONAL BANK OF CHICAGO

By: VERONICA RHODES
Title: ASSISTANT VICE PRESIDENT

(Space Below This Line For Acknowledgment)

This Document Prepared By: VERONICA RHODES

*The First National Bank of Chicago
310 North Dearborn Street, Suite 1000
Chicago, IL 60610*

STATE OF ILLINOIS, _____ County ss:

I, _____, a Notary Public in and for said county and state, do hereby certify that
GERALD P. WISNIEWSKI, A BACHELOR

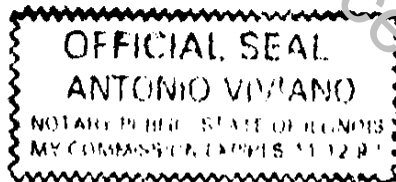
personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of April, 1996

My Commission expires:

11-12-97

Antonio Viviano
Notary Public



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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this APRIL day of 12th, 1996, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage (the "Security Instrument") dated of even date herewith, given by the undersigned (the "Mortgagor") to secure Mortgagor's obligations under that certain Equity Credit Line Agreement, dated of even date herewith, between Mortgagor and The First National Bank of Chicago (the "Lender") and covering the property described in the Security Instrument and located at _____ (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as Boardwalk Condominium (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Mortgagor's interest in the Association, in the uses, proceeds and benefits of Mortgagor's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree as follows:

A. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Association pursuant to the provisions of the Declaration, by-laws, code of regulations and any other equivalent documents (the "Constituent Documents") of the Condominium Project.

B. Hazard Insurance. So long as the Association maintains, with a generally accepted insurance carrier, a "master", "blanket", or similar such policy on the Condominium Project, which policy provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, the Mortgagor's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Mortgagor.

C. Lender's Prior Consent. Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the Constituent Documents, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium Project.

D. Easements. Mortgagor also hereby grants to the Lender, its successors and assigns, as rights and easements appurtenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.

The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and stipulated at length herein.

E. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

* Donald P. Wisniewski

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Property of Cook County Clerk's Office

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