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DEPT-01 RECORDING \$27.00
 T#0009 TRAN 0340 08/22/97 12:41:00
 #2840 # DT *-97-619808
 COOK COUNTY RECORDER

AMENDMENT TO MORTGAGE

This Amendment is dated June 26, 19 97, and is executed by The First National Bank of Chicago, either as original mortgagee or as assignee, ("Lender") and DALE FAHNSTROM AKA DALE E. FAHNSTROM MARRIED TO CONSTANCE WHITE

(jointly and severally, if more than one) ("Borrower").

WHEREAS, Borrower has executed and delivered to Lender a certain Mortgage dated April 26th, 19 94, and recorded as document number 94435206 on May 16th, 19 94, with the Cook County Recorder of Deeds, encumbering the following described property:

See attached Legal Description

Permanent Tax Number 14-33-412-042-1001 & 14-33-412-041
 which has the address of 1763 N. Sedgwick St. Apt. 1N, Chicago, IL 60614
 ("Mortgage"); and

WHEREAS, Borrower has executed a certain agreement and disclosure statement or note dated, April 26th, 19 94, in favor of the Lender, which was amended by a certain allonge dated, June 26, 19 97, which increased the credit limit to \$ 288,000.00 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 Two Hundred Eighty Eight Thousand and 00/100-----Dollars (U.S. \$ 288,000.00), 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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REI TITLE

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

X *Dale E. Fahnstrom*

DALE FAHNSTROM AKA DALE E. FAHNSTROM

X *Constance White*

CONSTANCE WHITE

THE FIRST NATIONAL BANK OF CHICAGO

By: *Catherine E. Jacobs*

CATHERINE E. JACOBS
LOAN REPRESENTATIVE

Title: _____

(Space Below This Line For Acknowledgment)

mail to: This Document Prepared By: _____

CATHERINE E. JACOBS/jlp

^{FNBC}
FIRST NATIONAL BANK, CHGO IL 60670

STATE OF ILLINOIS, _____ County ss:

I, *he undersigned*, a Notary Public in and for said county and state, do hereby certify that
DALE FAHNSTROM aka DALE E. FAHNSTROM AND CONSTANCE WHITE

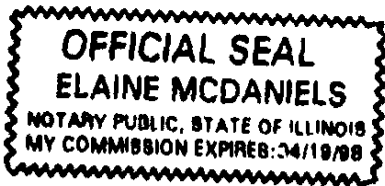
personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *4* day of *July*

My Commission expires:

4-19-98

Elaine M. Daniels
Notary Public



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LEGAL DESCRIPTION

PARCEL 1:
UNIT IN IN 1761-63 NORTH SEDGWICK CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTH 54 FEET OF THE WEST 72.75 FEET OF LOT 12 IN NORTH ADDITION TO CHICAGO, A SUBDIVISION BY GALE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 15, 1974 AND KNOWN AS TRUST NUMBER 33642 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 22910929; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT FOR INGRESS AND EGRESS TO PARCEL 1 OVER AND ACROSS THAT PART OF LOT 12 IN NORTH ADDITION TO CHICAGO AFORESAID DESCRIBED AS FOLLOWS: THE EAST 3.33 FEET OF THE WEST 83.49 FEET OF THE NORTH 26.61 FEET OF SAID LOT 12, ALSO THE SOUTH 4.25 FEET OF THE NORTH 30.87 FEET OF THE EAST 10.74 FEET OF THE WEST 83.49 FEET OF SAID LOT 12 IN COOK COUNTY, ILLINOIS AS CREATED BY DECLARATION OF EASEMENT RECORDED AS DOCUMENT 22910930, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
THE NORTH 54 FEET OF THE WEST 83.29 FEET (EXCEPT THE WEST 72.75 FEET THEREOF) OF LOT 12 IN THE NORTH ADDITION TO CHICAGO, A SUBDIVISION BY GALE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE NORTH 54 FEET OF LOT 15 IN RUNTZ'S SUBDIVISION OF THE NORTH 1/2 OF LOT 12 IN NORTH ADDITION TO CHICAGO, A SUBDIVISION BY GALE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Clerk's Office

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CONDOMINIUM RIDER
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THIS CONDOMINIUM RIDER is made this 26th day of JUNE, 1997, 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 1763 N. Sedgwick St. #1N, Chicago, IL 60614 (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as 1761-63 North Sedgwick 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.

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