

AMENDMENT
TO
MORTGAGE

For Recorder's Use Only

First Colonial Trust Company Successor to:

This Amendment to Mortgage is dated as of October 1, 1997, and is between **Firststar Bank Illinois f/k/a Colonial Bank as Trustee u/t/a dtd. 9/3/87 a/k/a Trust No. 1186** (the "Mortgagor") and **Firststar Bank Illinois f/k/a Colonial Bank** (the "Lender").

Mortgagor executed and delivered to Lender a Trust Deed and Assignment of Rents both dated 9/3/87, recorded in Cook County, Illinois, on 11/19/87 as document numbers 87621784 and 87621785 and modified by Note and Mortgage Modification Agreement dated 11/1/92 and recorded on 11/16/92 as document number 92851995.

The real property (the "Real Estate") subject to the Mortgage is located in Cook County, Illinois and described as follows:

TITLE SERVICES / 534050

Parcel 1:

Lots 1, 2 and 3 in Sub Block 13 in Lyford's Subdivision of Blocks 13 and 14 in O'Briens Subdivision of the West 1/2 of the South West 1/4 of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian (except 5 acres in the south east corner thereof and except railroad).

Parcel 2:

Lots 4 and 5 in Sub Block 13 in Lyford's Subdivision of Blocks 13 and 14 in O'Brien's Subdivision of the West 1/2 of the South West 1/4 of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian (except 5 acres in the south east corner thereof and except railroad) all in Cook County, Illinois

PERMANENT INDEX NO.: 13-34-312-006, 13-34-312-007, 13-34-312-008 & 13-34-312-009
COMMONLY KNOWN AS: 4743 W. Grand Avenue, Chicago, Illinois

The Mortgage secures, among other things, payment of the note (the "Note") from Mortgagor to Lender dated September 3, 1987 in the original principal amount of \$90,000.00, 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.

MORTGAGOR:

*First Colonial Trust Company Successor to:

*
Firststar Bank Illinois f/k/a Colonial Bank as
Trustee as u/t/a dtd. 9/3/87 a/k/a Trust #1186-C

By: Angela Mc Clain
Name: Angela Mc Clain
Title: Land Trust Officer

Attest: Mary Fietel
Name: Mary Fietel
Title: Land Trust Officer

LENDER:

**FIRSTAR BANK ILLINOIS F/K/A
COLONIAL BANK**

By: Maureen L. Prochenski
Name: Maureen L. Prochenski
Title: Vice President

Attest: Steven A. Belser
Name: Steven A. Belser
Title: Assistant Vice President

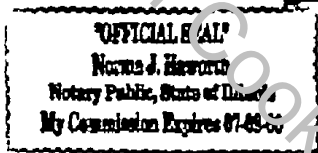
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State of Illinois)
County Of Cook) ss

I, the undersigned, a Notary Public in and for said County in the state aforesaid, DO
HEREBY CERTIFY, that Angela Mc Clain & Mary Figiel
personally known to me to be the same person(s)
whose names are subscribed to the foregoing instrument as such Land Trust Officer
respectively, appeared before me this day in person and acknowledged that they signed and
delivered the said instrument as their own free and voluntary acts, and as the free and voluntary
act of said Firststar Bank Illinois, as Trustee, uses and purposes therein set forth;
and the said Land Trust Officer did also then and there acknowledge that
he, as custodian of the corporate seal of said Firststar Bank Illinois to said
instrument as their own free and voluntary act, and as the free and voluntary act of said
Firststar Bank Illinois, as Trustee, for the use and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of October, 1997.

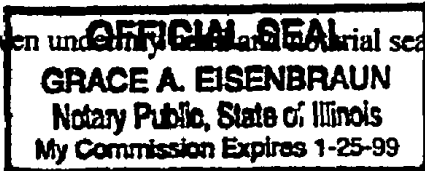


Norma J. Haworth
Notary Public

State of Illinois)
County of Cook) ss.

I, the undersigned, a Notary Public in and for said County in the state aforesaid, DO
HEREBY CERTIFY, that Maureen Prochenski, Vice President of Firststar Bank Illinois and
Steven A. Belser, Assistant Vice President of said banking corporation personally known to me
to be the same persons whose names are subscribed to the foregoing instrument as such Vice
President and Assistant Vice President respectively, appeared before me this day in personal and
acknowledged that they signed and delivered the said instrument as their own free and voluntary
acts, and as the free and voluntary act of said banking corporation, for the uses and purposes
therein set forth; and the said _____ did also then and there
acknowledge that their, as custodian of the corporate seal of said banking corporation to said
instrument as their own free and voluntary act, and as the free and voluntary act of said banking
corporation, for the use and purposes therein set forth.

Given under my hand and notarial seal this 15th day of September, 1997.

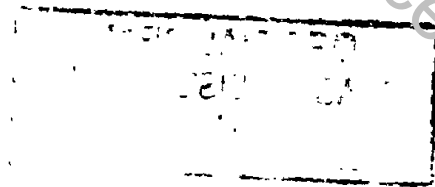


Grace A. Eisenbraun
Notary Public

This instrument was drafted by Diane Chao on behalf of Firststar Bank Illinois.
Mortgage Loan #3250002911
RETURN TO: Firststar Bank Illinois, 5850 W. Belmont Ave., Chicago, IL 60634

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GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by FIRSTAR BANK ILLINOIS, not personally but as Trustee under Trust No. 1186-C as aforesaid, 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 instrument shall construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, 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 instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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