UNOFFICIAL C 25/0066 1 001 1997-11-25 09:58:37 Cook County Recorder 37:50

AMENDMENT TO MORTGAGE

For Recorder's Use Only

This Amendment to Mortgage is dated as of November 1, 1997, and is between Firstar Bank Illinois f/k/a First Colonial Trust Company, Successor to Colonial Bank as Trustee u/t/a dtd. 12/19/88 a/k/a Trust No. 1487 (the "Mortgagor") and Firstar Bank Illinois f/k/a Colonial Bank (the "Lender").

Mortgagor executed and delivered to Lender a Trust Deed and Assignment of Rents dated 12/19/88, recorded in Cook County, Illinois on 1/20/89 as document numbers 89032502 and 89032503 and Note and Mortgage Modification Agreement dated 10/13/92, recorded in Cook County, Illinois, on 11/16/92 as document number 92852581.

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

Lots 107, 108 and 109 in Collins and Gauntlett's Diversey Avenue Subdivision in the South 1/2 of the Northwest 1/4 of Section 29, Township 46 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

PERMANENT INDEX NO.:

13-29-126-042 and 13-29-126-034

COMMONLY KNOWN AS:

6100 W. Diversey, Chicago, Illinois 60639

The Mortgage secures, among other things, payment of the note (the "Note") from Mortgagor to Lender dated December 19, 1988 in the original principal amount of \$190,000.00, as described in the Mortgage, which Note has been amended by Lender and Mortgagor at the request of Mortgagor.

Property of Cook County Clerk's Office

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 an diffied 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:

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Firstar Bank Illinois f/k/a First Colonial Trust Company. Successor to Colonial Bank as Trustee u/t/a dtd. 12/19/88 a/k/a Trust i/1,487

By:	Scollawsen File 5 1 for Tructo Exagons soll supervisions to	chAttest:	
Name:	from news appearance and to not son	Name:	
Title:		Title:	0/%
	BANK ILLINOIS F/K/A		
()	ALBANK Line & Bookerake	Attest:	
By: Marce Conference Wall Name: Maureen L. Prochenski		Name: Steven A. Belser	
Title: Vice President		Title: Assistant Vice President	

State of Illinois)
County of Cook) ss.

OFFICIAL SEAL
GRACE A. EISENBRAUN
Rotary Public, State of Illinois
My Commission Expires 1-25-99

Notary Public

This instrument was drafted by Diane Chao on beharf of Firstar Bank Illinois. Mortgage Loan #3250003168

RETURN TO: Firstar Bank Illinois, 5850 W. Belmont Ave., Chicago, IL 60634

TRUSTEE EXONERATION ATTACHED TO: FIRSTAR BANK ILLINOIS AMENDMENT TO MORTGAGE DATED NOVEMBER 1, 1997

This document is executed by FIRSTAR BANK ILLINOIS F/K/A FIRST COLONIAL TRUST COMPANY SUCCESSOR TO COLONIAL BANK not personally but as Trustee under Trust No. 1487-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 document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (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 agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Firstar Bank Illinois, f/k/a First Colonial Trust Company, Successor to Colonial Bank not personally or individually but as 7rt stee. Trust # 1487-C

Norma J. Haworth Land Trust Officer

Illinois County of Cook)

JOHNEY CLOPAL I. the undersigned, a Notary Public, in and for said County, in the State Moresaid, Do Hereby Certify That Mary Figiel, personally known to me to the Land Trust Officer of Firstar Bank Illinois and Norma J. Haworth, personally known to me to the Land Trust Officer of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Land Trust Officer and Land Trust Officer of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of November, 1997.

Notary Public

OFFICIAL SEAL June Stout Notary Public, State of Illinois My Commission Expires 08-08-2000

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GEORGE *E. COLE® LEVAL FORMS

No. 822 November 1994

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QUIT CLAIM DEED Statutory (Illinois) (Individual to Individual)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

RUTH J. GANDOUNG-FOGELMAN and THE GRANTOR(S) CHARLES H. FOGELMAN of thexeicx RR #5, Box 21, Muncy County of Lycoming State of Pennsylvania __ for the consideration of DOLLARS, ONE and 00/100and other good and valuable considerations _ ___ in hand paid, CONVEY(S) ____ and QUIT CLAIM(S) __ TIMOTHY M. PROVINCE 921 S. Hannah Street Forest Park, Illinois (Name and Address of Granter) all interest in the following described Real Estate, the real estate situated in Cook County, Illinois, commonly known as 921 Hannah St., Forest Park, JL(st. address) legally described as:

Above Space for Recorder's Use Only

Lot 11 in Block 11 in the Subdivision of Blocks 1, 11, 12 & 21 in Joseph K. Dunlop's Subdivision of the W 1/2 of the SE 1/4 and that part of the E 1/3 of the E 1/2 of the SW 1/4 lying SE of the center of Des Plaines Avenue of Section 13, Township 39 North, Range 12, Fast of the Third Principal Meridian, in Cook County, Illinois.