

376079073



AMENDMENT TO MORTGAGE

This Amendment is dated November 26th, 1997, and is executed by The First National Bank of Chicago, either as original mortgagee or as assignee, ("Lender") and RUSSELL E. ZIMMERMANN & EILEEN P. SCUDDER, HIS WIFE

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

WHEREAS, Borrower has executed and delivered to Lender a certain Mortgage dated January 30th, 1992, and recorded as document number 92133299 on March 3rd, 1992, with the COOK County Recorder of Deeds, encumbering the following described property:

SEE ATTACHED LEGAL DESCRIPTION

RE: TITLE SERVICES # SS5051

Permanent Tax Number 14-21-103-030-1011  
which has the address of 3800 N. Lake Shore Dr. - Apt. 16A  
Chicago, IL 60613

WHEREAS, Borrower has executed a certain agreement and disclosure statement dated January 30th, 1992 in favor of the Lender, which was amended by a certain allonge dated November 26th, 1997, which increased the credit limit to \$ 100,000.00 ("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 One Hundred thousand and 00/100 Dollars (U.S. \$ 100,000.00), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to the Note as Amended, whichever is less.

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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# UNOFFICIAL COPY

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

*Russell E. Zimmermann*  
\_\_\_\_\_  
RUSSELL E. ZIMMERMANN

*Eileen P. Scudder*  
\_\_\_\_\_  
EILEEN P. SCUDDER

THE FIRST NATIONAL BANK OF CHICAGO

By: *Catherine E. Jacobs*  
\_\_\_\_\_  
CATHERINE E. JACOBS

Title: LOAN REPRESENTATIVE

(Space Below This Line For Acknowledgment)

This Document Prepared By: CATHERINE E. JACOBS/Joyce L. Parker

STATE OF ILLINOIS, Cook County ss:

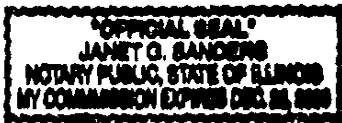
I, Janet G. Sanders, a Notary Public in and for said county and state, do hereby certify that  
RUSSELL E. ZIMMERMANN & EILEEN P. SCUDDER

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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15<sup>th</sup> day of December, 1997.

My Commission expires: 12-26-00

*Janet G. Sanders*  
\_\_\_\_\_  
Notary Public



The First Nat'l Bank of Chicago  
One First NAT'L PLAZA Suite 0203  
Chicago IL 60670

87979073

LEGAL DESCRIPTION

UNIT 11-A IN THE 3800 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESATATE, (HEREINAFTER REFERRED TO AS PARCEL): LOTS B AND C IN THE SUBDIVISION OF LOTS 1 AND 23 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES THAT PART FALLING WITHIN SHERIOAN ROAD.) AND LOTS 22 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37 IN PINE GROVE, IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 24647550, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS CONDOMINIUM RIDER is made this 26th day of November, 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 3800 N. Lake Shore Drive - Apt. # 11A, Chicago, IL 60613 (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as THE 3800 Lake Shore Drive 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.

*[Signature]*  
*[Signature]*

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. \_\_\_\_\_ Loan No. \_\_\_\_\_ Date: November 26th, 1997

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures; c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; d) nor have any notices of lien been received, except the following, if any: \_\_\_\_\_

2. That all management fees, if any, are fully paid, except the following: \_\_\_\_\_

3. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any: \_\_\_\_\_

4. That there are no unrecorded contracts or options to purchase the land, except the following, if any: \_\_\_\_\_

5. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any: \_\_\_\_\_

6. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligation it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchaser or pledge thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

7. That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (Delete statement if not applicable.)

The undersigned makes the above statement for the purpose of inducing the Title Company to issue the subject to its owners or loan policy pursuant to the above commitment.

Seller or Owner (Individuals)
X [Signature] (Seal)
X [Signature] (Seal)

Purchaser (Individuals)
\_\_\_\_\_(Seal)
\_\_\_\_\_(Seal)

(Corporations)
IN WITNESS WHEREOF, \_\_\_\_\_
has caused these presents to be signed by its \_\_\_\_\_
\_\_\_\_\_ President and attested
to by its \_\_\_\_\_ Secretary
under its corporate seal on the above date.

(Corporations)
IN WITNESS WHEREOF, \_\_\_\_\_
has caused these presents to be signed by its \_\_\_\_\_
\_\_\_\_\_ President and attested
to by its \_\_\_\_\_ Secretary
under its corporate seal on the above date.

(Trustees)
The above statements made by \_\_\_\_\_
\_\_\_\_\_ not personally but as
Trustee under the Trust Agreement known as Trust
No. \_\_\_\_\_ on the above date by virtue of
the written authority and direction of the beneficiaries
under the trust.
\_\_\_\_\_(Seal)

(Trustees)
The above statements made by \_\_\_\_\_
\_\_\_\_\_ not personally but as
Trustee under the Trust Agreement known as Trust
No. \_\_\_\_\_ on the above date by virtue of
the written authority and direction of the beneficiaries
under the trust.
\_\_\_\_\_(Seal)

LENDER'S DISBURSEMENT STATEMENT- The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on \_\_\_\_\_ of \_\_\_\_\_ 19\_\_\_\_. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Date \_\_\_\_\_ Signature \_\_\_\_\_