

\$7035891

# UNOFFICIAL COPY

AMENDMENT  
TO  
MORTGAGE

DEPT-01 RECORDING \$27.50  
T40015 TRAN 9480 01/14/97 11:33:00  
#9598 CT #-97-035381  
COOK COUNTY RECORDER

For Recorder's Use Only

This Amendment to Mortgage is dated as of March 1, 1996, and is between Firstar Bank Illinois f/k/a Colonial Bank, as Trustee, n/a dated 1/9/91 a/k/a Trust No. 1867-C (the "Mortgagor") and Firstar Bank Illinois f/k/a Colonial Bank (the "Lender").

Mortgagor executed and delivered to Lender a [Trust Deed] dated January 31, 1991, (the "Mortgage") recorded in Cook County, Illinois, on February 11, 1991 as Document No. LR3943668, and an Assignment of Real Estate dated January 31, 1991 and recorded on February 11, 1991 as Document No. LR3943669.

The real property (the "Real Estate") subject to the Mortgage is located in Cook county, Illinois and described in Exhibit A attached hereto and made a part hereof.

The Real Estate is commonly known as: 2606-10 N. California Avenue, Chicago, Illinois, (PIN No. 13-25-307-077).

The Mortgage secures, among other things, payment of the note (the "Note") from Mortgagor to Lender dated January 31, 1991, in the original principal amount of \$215,000.00, 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.

GENERAL DOCUMENT EXONERATION RIDER

1867-C

This rider shall be construed as if incorporated by Firststar Bank Illinois, not personally but as Trustee under Trust No. [redacted] in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly agreed that nothing in said document (whether it shall be construed as creating any liability on said Trustee or not) shall be construed as an admission, acknowledgment, or confirmation of any liability or responsibility on any individual named herein, or to perform any obligations, either expressed or implied, or to indemnify or guarantee the same, and hold harmless representations in said document (whether it shall be construed as an admission, acknowledgment, or confirmation of any liability or responsibility on any individual named herein or not) shall be construed as an admission, acknowledgment, or confirmation of any liability or responsibility on any individual named herein or not. In the event of conflict between the terms of this rider and of the agreement between the parties, the provisions of this rider shall be controlling.

**MORTGAGOR:**  
Firststar Bank Illinois f/k/a/ Colonial Bank,  
as Trustee of/ta dated 1/9/91 a/k/a  
Tract No. 1867. -c

By: *Jose M. Stout*  
 Name: Jose M. Stout  
 Title: Loan Trust Officer

By: *Mary Fiegel*  
 Name: Mary Fiegel  
 Title: Loan Trust Officer

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

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

By: *Thomas W. Harazin*  
 Name: Thomas W. Harazin  
 Title: Vice President

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

On this 11 day of June, 1996, before me, a Notary Public, personally appeared June H. Stout and Mary Figiel and to me personally known, who being by me duly sworn, did say that they are the Lead Trust Ofer and Lead Trust Ofer, respectively of Firststar Bank Illinois a n Illinois corporation and that this instrument was signed and sealed on behalf of such corporation, by its authority.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Angela McClain  
Notary Public

State of Illinois  
My Commission: 3/31/99

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 18 day of June, 1996, before me, a Notary Public, personally appeared Maureen L. Prochenski and Thomas W. Harazin and to me personally known, who being by me duly sworn, did say that they are the Vice President and Vice President, respectively of Firststar Bank Illinois, an Illinois banking association, and that this instrument was signed and sealed on behalf of such association, by its authority.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

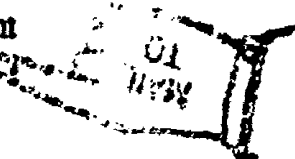


Linda D. Fuentes  
Notary Public

State of Illinois  
My Commission: 05-24-99

This instrument was drafted by Michele Huxel on behalf of Firststar Bank Illinois.

RETURN TO:  
Firststar Bank Illinois  
Collateral Department  
30 N. Michigan Ave.  
Chicago, IL 60602  
Location 16  
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