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Amendment to Mortgage

This Amendment to Mortgage ("Amendment") is made and entered into by Arturo Tobias and Angela Tobias (sometimes hereinafter collectively the "Mortgagor") in favor of Bank of Northern Illinois, National Association (the "Bank"), as of October 30, 1996.

#### RECITALS:

WHEREAS, General Design Jawalers, Inc. executed a certain Revolving Line of Credit Note dated July 14, 1995 (together with any renewals, modifications, or extensions thereof, the "Note"), in the principal amount of \$45,000,00 payable to the order of the Bank to evidence a loan in said sum.

WHEREAS, the Mortgagor, to secure repayment of the Note and all renewals, extensions, or modifications thereof, executed and delivered to the Bank a Mortgage (together with any extensions or modifications thereof, the "Mortgage"), deted August 15, 1995 and recorded in the office of the Cook County, Illinois Recorder of Deeds as document number 95871134 pursuent to which the Mortgagor did mortgage, grant, warrant and convey to the Bank the premises legelly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the Bank has agreed to amend the loan evidenced by the Note and secured by the Mortgage, provided the Mortgagor executes this Amendment and any further documents as the Bank may require to document the amended terms of the aforessid loan.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof ere hereby mutually rad aciprocally acknowledged, it is hereby agreed and covenanted as follows:

- 1. Incorporation of Recitals. All of the foregoing recitals are incorporated herein by reference.
- 2. Amendment of Margage. The Mortgage is hereby amended to provide that it shall stand not only as accurity for the debt evidenced by the Note, but as such Not, is amended by a certain Second Amendment to Note of even date herewith executed by General Design Jewelers, inc. In favor of the Bank wherein arrong other amendments, the meturity date of the Note was extended to October 30, 1997. The Mortgagor hereby confirms that to the extent the Mortgage, or any extension or amendment thereof, was executed or dated prior to the date of the Note, or was originally given to pledge the properly described therein to secure other debts in addition to that evidenced by the Note or to secure the debts generally of Mortgagor and/or the Note m ker to the Bank, the property described in the Mortgage was given and hereby stands as security for the debt evidenced by the Note, and all renewels, extensions and modifications thereof, on the terms specified in the Mortgage and any amendments thereto.

The Mortgagor acknowledges that Bank of Northern Illinois, a state banking corporation, defined as the "Bank" under the Mortgage; has been merged into and is now known as Bank of Northern (llinois, National Association, Any reference in the Mortgage to "Bank" shall be to Bank of Northern Illinois, National Association. Mortgagor shall be liable to Bank of Northern Illinois, National Association for all of the obligations under the original Mortgage, as amended, renewed or extended from time to time, as if the Mortgager had originally executed the Mortgage, and all renewals, extensions or modifications thereof, in favor of Ferty of Northern Illinois, National Association.

- 3. Acknowledgement of Amount. The Mortgagor ack, wlodges that the maximum credit available at any time under the Note as of the date hereof is \$45,000.00.
- 4. Hypothecation. In the event that one or more of the Mortgagor is/are not the same person or entity as the borrower under the Note, the Mortgagor agrees that the Property shall stend as security for the drut (videnced by the Note and all renewals, modifications or extensions thereof, including without limitation the Note amendment described in particle, h. 2, as if the undersigned had duly assigned, released, transferred and delivered the Property to General Design Jewelers, Inc., who with full owns ship thereof, had pledged said Property to secure said debt upon the terms herein stated and as otherwise provided by law.
- 5. No Implied Amendments. Except as expressly modified hereby, all of the trame and conditions of the Mortgage shall remain unchanged and in full force and effect, and any other pledge of the Property to secure any other of ligations or debt under the Mortgage shall remain unaffected hereby.
- 6. Reaffirmation. Mortgagor hereby incorporates by reference herein and restaus as of the date hereof, all of the representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the "Uncertakings"), of the Mortgagor contained in the Mortgage or in any other instrument related thereto which has been submitted to the Bank, and affirm that all such Undertakings are currently in full force and effect and shall remain continuously applicable to the transactions to which the Mortgager states until all of the Mortgager's and/or the Note maker's obligations and liabilities to the Bank are completely satisfied.
- 7. Walver. Mortgagor acknowledges and agrees that as of the date hereof, the Mortgage is/are good, wolld and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitute(s) the legelly binding of oliga ions of the Mortgagor to the Bank. No event or act has occurred which might or could impair the enforceability thereof or result in the disc) are of the Mortgagor thereunder. or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Mortgegor has mare, piven to the Bank. The Mortgagor waives and releases any causes of action it might have or claim to have against the Bank arising out of arth any way related to the execution and enforcement of the Mortgage or the transactions to which it/they relate(s).

To the extent permitted under law, the Mortgagor further walves and releases; all rights and benefits under and by virtin of the homestead exemption laws, moratorium laws and other laws limiting the enforcement of the Mortgage, as amended; all rights of redemption under any judgement of foreclosure of the Mortgage; any redemption rights granted by law on behalf of the Mortgagor, any trust estate and all persons baneficially interested therein, and each and every person acquiring any interest in or title to the property pledged by the Mortgage as of or subsequent to the date of the Mertyage; the benefit of all appraisament, valuation, stay or extension laws; any reinstatement rights now or hereafter in force under applicable law; and all rights of marshalling in the event of any sale of the mortgaged property or any part thereof or any interest therein: all whether statutory or otherwise.

8. Affirmance of Mortgage. The Mortgage continue(s) to be a valid and subsisting lian(s) upon the Property, which is free and clear of all other liens and encumbrances except those in favor of the Bank or those which have been expressly permitted by the Bank, if any,

IN WITNESS WHEREOF, the undersigned has/have executed this instrument as of the date first written above.

Property addiress:
3943 N. mobile, Averago Arturo Tol

Arturo Tobias, Individually

### **UNOFFICIAL COPY**

STATE OF ILLINOIS

COUNTY OF COUNTY

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I. ELAINE NICHOLSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Arturo Tobias personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_ free and voluntary act, for the uses and purposes therein set forth signed, sealed and delivered the said instrument as

GIVEN under my hand and notarial real this 9 day of Downson

NOTARY PUBLIC

COMMISSION EXPIRES: 6-21-97

"OFFICIAL SEAL" ELAINE C. NICHOLSON Notary Public, State of Illinois My Commission Expires 6-21-97

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STATE OF ILLINOIS

YSS.

COUNTY OF LAND

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Angele Tobias, LELAINE NICHUISON personally known to me to be the ar me person whose name is subscribed to the foregoing instrument, appeared before me this day in person and free and voluntary act, for the uses and purposes therein set forth. signed, seare, and delivered the said instrument as

GIVEN uncler my hand and notari , seal this ? day of

Decemb

NOTARY PUBLIC

COMMISSION EXPIRES:

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Bank of Northern Illinois, N.A. Commercial Loan Department 1301 Waukegan Road Glenview, IL 60025

"OFFICIAL SEAL" ELAINE C. NICHOLSON Notary Public, State of I linol. My Commission Expires 6.2. ST

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COOK COUNTY RECORDER

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DEPT-01 RECORDING

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DEPT-10 PENALTY

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Property of Collins Clerks

200-081-05-EI : N.1.9

COUNTY, ILLINOIS.

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