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AMENDMENT TO MORTGAGE

Date: 10/18/1996

This amendment is between the Bank and the Mortgagor named below. The terms used in this Amendment are defined as follows:

Mortgagor:

JERRY MARKBRIET, ROBERTA MARKBRIET, HUSBAND AND WIFE

Bank: First Bank of South Dakota (National Association)

Existing Account Number: 419007004911034

Mortgage:

Mortgaged Property legal description: See Attached

COOK County, Illinois

Certificate No. (Torrens Only): _____

Mortgage Recording:

Mortgage Recording Date: 10/29/1995

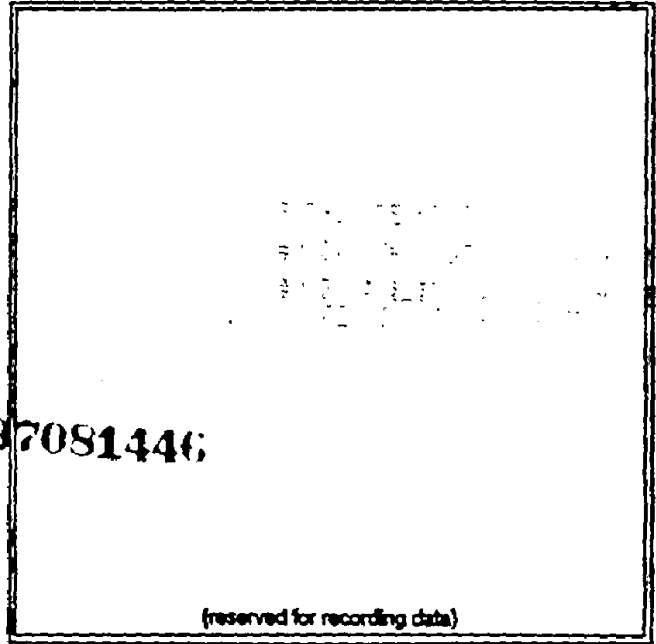
Recording Office: _____

Mortgage Recording Information (Document no. or book and page nos.): Doc # 12 Book: 1 of 1 Page: 1

Borrower(s): JERRY MARKBRIET, ROBERTA MARKBRIET

Previous amendments to the Mortgage:

Amendment Date	Recording Date	Recording Information
_____	_____	_____
_____	_____	_____
_____	_____	_____



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(reserved for recording data)

Assignment of Mortgage:

Original Bank: FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION)

Assignment Date: _____

Assignment Recording Date: _____

Assignment Recording Information (document no. or book and page nos.): _____

Note: Promissory Note or Agreement

Date: 10/15/1994

Existing Terms:

Face Amount: \$250,000.00

Maturity: 11/29/1996

Amended Terms:

Face Amount: \$150,000.00

Maturity: 10/18/2001

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10/18/96

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THE NORTH 5 FEET OF LOT 24, ALL OF LOT 25 AND LOT 26 (EXCEPT THE NORTH 10 FEET THEREOF IN BLOCK 1 IN HIGHLANDS CRAWFORD RIDGE TERMINAL SUBDIVISION SECOND ADDITION BEING SUBDIVISION OF THE NORTH 40 RODS OF THE EAST 40 RODS (EXCEPT SOUTH 3 ACRES THEREOF OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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The Mortgagor has executed and delivered to the Bank (or the Original Bank, if one is named above) the Mortgage described above, encumbering the Mortgaged Property described above. The Mortgage was filed on the Mortgage Recording Date shown above under the document number or in the book and on the page shown above as "Mortgage Recording Information" in the Recording Office shown above. Mortgage registry tax, if any, was paid as shown above. The Mortgage has previously been assigned, if at all, as shown above. Pursuant to the Mortgage and the referenced amendments, if any, the Mortgage secures the Note described above.

The borrower and the Bank have amended the Note by a separate amendment (the "Note Amendment"). The Note as amended has the terms shown above as "Amended Terms". The Mortgagor and the Bank wish to amend the Mortgage to secure the Note as so amended. The Bank may be referred to in the Note by use of the term "FB South Dakota (National Association)" or some other variation.

ACCORDINGLY, the Mortgagor and the Bank agree as follows:

- A. Amendment to Mortgage. The Mortgage is hereby amended to secure the Note as amended by the Note Amendment, and all modifications, renewals and extensions thereof and all substitutions therefor.
- B. Maximum Principal Indebtedness. The maximum principal indebtedness secured by the Mortgage as amended by the Amendment (the "Maximum Indebtedness") is the Face Amount shown above under "Amended Terms", representing \$ 150,000.00 of indebtedness originally secured by the Mortgage and, if this () is checked, \$ _____ in additional indebtedness secured pursuant to this Amendment.
- C. Mortgage Registry Tax Owed. (For Minnesota mortgages) \$ _____
- D. Original Terms. All original terms of the Mortgage shall remain in effect except as amended hereby, and the Mortgagor agrees to be bound by and to perform all covenants and agreements in the Mortgage at the time and in the manner therein provided.
- E. Revolving Credit. If this () is checked, then the Mortgage secures a revolving line of credit, and the maximum amount of principal advances secured by the Mortgage is the Maximum Indebtedness shown above.

The Mortgagor and the Bank have executed this Amendment to Mortgage by signing below.

MORTGAGOR(S)
[Signature]
 JERRY MARKELIN
[Signature]
 ROBERTA MARKELIN

BANK First Bank of South Dakota (National Association)
 Signature [Signature]
 Typed Name LOU AMOTT
 Title Operations Officer

State of ND)
 County of Beauregard) SS

This instrument was acknowledged before me on _____, 1996, by JERRY MARKELIN, ROBERTA MARKELIN, HUSBAND AND WIFE

Notary Public, [Signature] County, State of ND
 My commission expires _____

State of North Dakota)
 County of Beauregard) SS

This instrument was acknowledged before me on December 24, 1996, by LOU AMOTT
 the Operations Officer of First Bank of South Dakota (National Association), a national banking association, on behalf of the association.

Notary Public, [Signature] County, State of ND
 My commission expires _____

This instrument was drafted by
 First Bank
 Attn: Lien Perfection Dept.
 P.O. Box 2687
 Fargo, ND 58108-2687

DELAHAYZ
 Notary Public
 My Comm. Expires _____

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09/27/2025