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DEPT-01 RECORDING 027.50  
180013 TRAN 5890 05/14/97 08:45:00  
#5878 & TB #-97-339408  
COOK COUNTY RECORDER

*This space reserved for Recorder's use*

**AMENDMENT TO MORTGAGE**

THIS AMENDMENT TO MORTGAGE (this "Amendment") is dated as of April 17, 1997, between Edmundo R. Aillon & Martha Aillon, His Wife, As Joint Tenants By the Entirety whose address is 1836 Nottingham Road, Woodridge, IL 60517 ("Grantor") and GUARANTY BANK, S.S.B., whose address is 4201 Euclid Avenue, Rolling Meadows, IL 60008 ("Lender").

**RECITALS**

A. Grantor executed that certain promissory note dated August 26, 1996 payable to Lender in the original principal amount of \$37,100.00 (the "Prior Note") secured by that certain mortgage (the "Mortgage") of even date therewith executed by the Grantor and recorded against the real property (the "real Property") owned by Grantor and legally described on Exhibit A attached hereto and made a part hereof on Sep 4, 1996 with the Recorder of Deeds of Du Page County, Illinois as Document No. R96 145166

B. Grantor and Lender have agreed to refinance the loan evidenced by the Prior Note, to pay off and cancel the Prior Note and extinguish the debt, and to enter into a new loan in the principal amount of \$36,844.53 evidenced by a promissory note (the "Note") of even date herewith by Grantor and payable Lender.

This instrument prepared by Allison Sem for Guaranty Bank

P.I.N.: 09-31-105-017

After recording return to:  
GB Home Equity  
4000 W. Brown Deer Rd.  
Milwaukee, WI 53209

Commonly known as:  
1836 Nottingham Rd.  
Woodridge, IL 60517  
16-62005865



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C. It is the express intent and agreement of Grantor and Lender that the lien of the Mortgage on the Real Property continue in full force and effect for the benefit of Lender as security for the Note with all the priorities enjoyed by said Mortgage at its inception and that Lender as the holder of the Note shall be fully surrogated to the lien of the Mortgage.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Recitals.** The Recitals are hereby incorporated herein by reference and made a part of this Amendment.
2. **Amendment of Mortgage.** The Mortgage is hereby amended to provide that the "Note" referred to in the term "Indebtedness" (as defined in the Mortgage) secured by the Mortgage shall be deemed to refer to the Note of even date herewith in the principal amount of \$ 36,844.53 from Grantor to Lender, together with all renewals of extensions of, modifications of, refinancing of, consideration of, and substitutions for the note. The interest rate on the Note is 7.500 %.
3. **Full Force and Effect.** Except as amended hereby the terms and provisions of the Mortgage shall remain in full force and effect and the same together with this Amendment shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors and assigns.
4. **ACKNOWLEDGMENT OF TERMS.** EACH GRANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS AMENDMENT, AND EACH GRANTOR AGREES TO ITS TERMS.

IN WITNESS WHEREOF, Grantor has caused this Amendment to be duly executed and delivered as of the date first above written.

GRANTOR:

  
Name: Edmund E. Aillon

  
Name: Martha Aillon

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## EXHIBIT A

LOT 136 IN GALLAGHER AND HENRY'S FARMINGDALE VILLAGE UNIT 16,  
BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF  
SECTION 31, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
JANUARY 5, 1990 AS DOCUMENT R90-002539, IN DUPAGE COUNTY,  
ILLINOIS.

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