1998/0221 03 001 Page 1 of 5 1998-07-29 15:03:13

7556533 D2 A 8996

Cook County Recorder

31.00

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

St. Paul Federal Bank For Savings 6700 West North Avenue Chicago, IL 60707 Attn: Valerie A. Haugh, Esq.

..... (Space above this line for Recorder's use)

Loan No. 85-100247-1

AMENUMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS SECURITY AGREEMENT AND FINANCING STATEMENT AND RELATED AGREEMENTS

THIS AMENDMENT TO MCK! GAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT AND RELATE'S AGREEMENTS (this "Amendment") is dated as of this 28 troday of 1998, by and between Donato & Antonietta Albanese ("Borrower"), whose address is 5418 S. Neenah, Chicago, Illinoi 60608, and ST. PAUL FEDERAL BANK FOR SAVINGS. "Foleral savings bank ("Lender"), whose address is 6700 West North Avenue, Chicago, Illinois 60707.

#### RECITALS

- A. Borrower executed a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated May 23, 1995, to Lender, as mortgagee, which was recorded on June 1, 1995, as Instrument No. 95355670, in the official Records of Cook County, Illinois (the "Mortgage"), and which Mortgage encent or secretain real and personal property (the "Collateral") commonly known as 7655 W. 43rd Street, Lyons, Illinois, the real property of which is more particularly described in Exhibit A attached hereto.
- B. The Mortgage secures a Promissory Note executed by Borrower, and payable to Lender or order, dated May 23, 1995, in the original principal amount of \$287,000 (the "Note") for a loan (the "Loan") of swin amount.
- C. Concurrently herewith, Borrower and Lender have executed that certain A nendment to Promissory Note (the "Amendment of Note"), which, among other things, changes the interest rate and maturity date provided in the Note (the Note and the Amendment of Note are collectively referred to herein as the "Amended Note").
- D. The parties hereto desire to amend the Mortgage and Related Agreements (as such term is defined in the Mortgage) by (i) modifying the terms thereof to such extent as may be provided below, including extending the maturity date found in the Note and (ii) expressly recognizing and affirming the continuing effectiveness and priority of the lien or charge of said Mortgage, as supplemented herein, following the execution of the Amendment to Note as to all sums at any time owing under the Amended Note.

#### AGREEMENT

NOW THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Mortgage and Related Agreements are hereby modified to provide that said Mortgage and Related Agreements secure the Amended Note, in addition to and not in limitation of all other indebtedness and obligations stated in said Mortgage and Related Agreements to be secured thereby, and that all references to the "Note" in said Mortgage and Related Agreements shall mean the Amended Note, and any and all extensions, renewals and modifications of said Amended Note.
- 2. Section 1.4 of the Mortgage is hereby amended by deleting the first sentence thereof and replacing it with the following: At any time after a Default or an event which with notice or the passage of time would become a Default, Lender may, in its sole

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discretion, require Borrower to deposit with Lender or its designee, at the time of each payment of an installment of interest or principal under the Note, an additional amount sufficient to discharge the obligations of Borrower under Section 1.3 hereof as and when they become due.

3. The following is added to the end of Section 1.9.1(b):

Without in any way limited any of the provisions contained herein and/or Lender's rights hereunder, in the event that Borrower does not fulfill its requirements to earry the required insurance hereunder and/or to provide the Lender with proof of such insurance, Lender may, but is not obligated to, purchase such insurance at Borrower's expense to protect Lender's interests in and to the Collateral. This insurance may, but need not, protect Borrower's interests. The coverage obtained by Lender may not pay any claim that is made by or against Borrower in connection with the Collateral. If Borrower complies with the requirements hereunder and subsequently provides evidence of the required insurance hereunder, Borrower may cancel any of such insurance purchased by Lender. Borrower shall be responsible for any and all costs of any insurance purchased by Lender hereunder, including interest (at the Default Rate of Interest) thereon, and any other charges that Lender may impose in connection with the placement of such insurance, until the effective date of the cancellation of the insurance or payment of such amounts due. These costs, including interest and other charges, may be added to the or standing principal balance of the Note, at Lender's option. The cost of such insurance may be more that the cost of insurance Porrower may be able to obtain on its own.

4. The addresses listed for Lender in the Mortgage are hereby amended to be as follows:

If to Lender:

明 人名英格兰人姓氏斯里住所名称来源于

St Paul Federal Bank For Savings

6700 West North Avenue Chicago, Illinois 60707

Attention: For delio Analysis Dept.

With a Copy To:

St. Paul Federal Barl-For Savings

6700 West North Avenue

Chicago, IL 60707

Attention: General Counsel

- 5. No present or future rights, remedies, benefits or powers belonging or accruing to Lender, as mortgagee under the Mortgage, whether arising out of the Note or the Mortgage, shall be affected, prejudic d. iimited or restricted hereby.
- 6. The Mortgage, as supplemented herein, is hereby incorporated herein in its entirety by this reference, and Borrower and Lender jointly affirm and agree that said Mortgage, as supplemented, secures the full performance of each and every obligation set forth in the Amended Note, and continues to be effective as, and to constitute, a first and priority lien and charge on the secured Collateral to the full extent of all obligations secured thereby.
- 7. This Amendment shall not prejudice any present or future rights, remedies, benefits or powers belonging or accruing to Lender under the terms of the Mortgage, as supplemented herein, and, in particular, and without limitation of the foregoing, Lender reserves all rights which it has against any guarantor or endorser of the Amended Note.
- 8. In the event of any conflict between the terms of the Mortgage and the provisions of this Amendment of this Amendment shall be deemed to form a part of the Mortgage, and except as specifically supplemented herein, the terms of the Mortgage shall remain unaffected and unchanged by reason of this Amendment.
- 9. All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall apply to, bind and inure to the benefit of the heirs, administrators, executors, legal representatives, successors and assigns of Borrower and the successors in trust of Trustee, and the endorsees, transferees, successors and assigns of Lender.
- 10. This Amendment may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.
- 11. This Amendment shall be governed by and construed in accordance with Illinois law.
- 12. BORROWER AND LENDER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS AMENDMENT, THE MORTGAGE, THE AMENDED NOTE, THE

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RELATED AGREEMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, THE AMENDED NOTE OR THE RELATED AGREEMENTS. BORROWER AND LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Mortgage as of the date first above written.

BORROWER:

Antonietta Albanese

LENDER:

ST. PAUL FEDERAL BANK FOR SAVINGS, a federal savings bank

The Clarks Office Title YEL PRESIDENT

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### UNOFFICIAL COPPY663967 Page 4 of 8

EXHIBIT A

#### Legal Description:

LOT 11 IN MEYER'S RIVER HIGHLANDS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### Common Address:

18-01-306-006 OFFICE 7655 W. 43rd Street, Lyons, Illinois

PIN:

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STATE OF Illimis,	
COUNTY OF COOK	SS

person(s) acted, executed the instrument.

WITNESS my hand and official seal. MY COMMISSION EX (This are vor official notarial seal.)

Title of Document: No. of Pages Date of Document: Coot County Clart's Office Other signatures not acknowledged

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UNOFFICIAL COPS663967 Fage & of STATE OF Allers COUNTY OF UTTE SS. On Aut 29 th 1998, before me, MANGELLEN EXCAPATION, personally appeared to the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal, My Commission Expires 04/02/2000 (This area for official Title of Document: No. of Pages Date of Document: Soot County Clart's Office Other signatures not acknowledged:

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