



AMENDMENT TO MORTGAGE

HA7039617

This Amendment is dated JANUARY 14, 1998, and is executed by The First National Bank of Chicago, either as original mortgagee or as assignee. ("Lender") and HENRY CZAJEWSKI AND HARRIET CZAJEWSKI, HIS WIFE

(jointly and severally, if more than one) ("Borrower").

WHEREAS, Borrower has executed and delivered to Lender a certain Mortgage dated FEBRUARY 10, 1993, and recorded as document number 23142557 on FEBRUARY 24, 1993, with the COOK County Recorder of Deeds, encumbering the following described property:

LOT 35 IN CAMENO TERRACE, A RESUBDIVISION OF LOT 12, IN CAMENO RE'AL UNIT 2, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number 27-16-205-035
which has the address of 15260 EL CAMENO TER ORLAND PARK, IL ("Mortgage"), and

WHEREAS, Borrower has executed a certain agreement and disclosure statement or note dated, FEBRUARY 10, 1993 in favor of the Lender, which was amended by a certain allonge dated, JANUARY 14, 1998, which decreased the credit limit to \$ 30,000.00 ("Note as Amended")

WHEREAS, Lender and Borrower wish to amend the Mortgage to conform to such amendments;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Lender and Borrower agree as follows:

The maximum principal sum secured by this Mortgage shall be decreased to THIRTY THOUSAND Dollars (U.S. \$ 30,000.00), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to the Note as Amended, whichever is less

Borrower waives all right of homestead exemption in the Property.

Except as specifically amended hereby, the Mortgage remains in full force and effect and is hereby ratified and confirmed in its entirety

COOK COUNTY CLERK'S OFFICE

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IN WITNESS WHEREOF, this Amendment is executed the date above written.

Harriet Czajewski
HARRIET CZAJEWSKI
Henry Czajewski
HENRY CZAJEWSKI

THE FIRST NATIONAL BANK OF CHICAGO

By: Jecel Castro Parrish
JECHEL CASTRO-PARRISH
Title: LOAN REPRESENTATIVE

(Space Below This Line For Acknowledgment)

This Document Prepared By: Harriet Czajewski
1800 S. Naperville Rd
Wheatridge, Ill. 60187

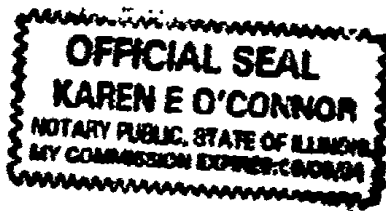
STATE OF ILLINOIS, Will DuPage County ss:
Harriet Czajewski a Notary Public in and for said county and state, do hereby certify that
HENRY CZAJEWSKI AND HARRIET CZAJEWSKI, HIS WIFE

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of June, 1988.

My Commission expires:

Harriet Czajewski
Notary Public



Karen E O'Connor
Office

THIS CONDOMINIUM RIDER is made this 14th day of January, 1998, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage (the "Security Instrument") dated of even date herewith, given by the undersigned (the "Mortgagor") to secure Mortgagor's obligations under that certain Equity Credit Line Agreement, dated of even date herewith, between Mortgagor and The First National Bank of Chicago (the "Lender") and covering the property described in the Security Instrument and located at 15260 EL CAMENO TER, ORLAND PARK, IL 604623725 (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as CAMENO TERRACE PROP ASSOC (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Mortgagor's interest in the Association, in the uses, proceeds and benefits of Mortgagor's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree as follows:

A. **Assessments.** Mortgagor shall promptly pay, when due, all assessments imposed by the Association pursuant to the provisions of the Declaration, by-laws, code of regulations and any other equivalent documents (the "Constituent Documents") of the Condominium Project.

B. **Hazard Insurance.** So long as the Association maintains, with a generally accepted insurance carrier, a "master", "blanket", or similar such policy on the Condominium Project, which policy provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, the Mortgagor's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Mortgagor.

C. **Lender's Prior Consent.** Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any material amendment to the Constituent Documents, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
- (iii) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium Project.

D. **Easements.** Mortgagor also hereby grants to the Lender, its successors and assigns, as rights and easements appurtenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.

The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and stipulated at length herein.

E. **Remedies.** If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

x [Signature]

x [Signature]

UNOFFICIAL COPY

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