

This instrument was prepared by
and after recording return to:

Leonard J. Gambino
222 S. Riverside Plaza
Suite 2100
Chicago, Illinois 60606



0030344381

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE ("First Amendment to Mortgage") is made as of the 6th day of March, 2003, by JOSEPH DiVENERE, an individual residing at 845 Meacham Avenue, Park Ridge, Illinois (the "Mortgagor"), for the benefit of JACK SEAR, an individual with offices at 325 North Milwaukee Avenue, Wheeling, Illinois (the "Mortgagee").

WHEREAS, the Mortgagor and the Mortgagee have on this day entered into a certain Loan Agreement (the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Mortgagor has on this day executed and delivered to the Mortgagee a certain Promissory Note in the principal amount of \$581,406.92 (the "Promissory Note");

WHEREAS, the Mortgagor has heretofore executed and delivered to the Mortgagee a certain Mortgage dated January 27, 1998 (the "Mortgage"), recorded with the Recorder of Deeds of Cook County, Illinois, on February 4, 1998, as document number 98092056 with respect to the premises described on Exhibit A attached hereto;

WHEREAS, in order to secure his obligations to the Mortgagee under the Loan Agreement and the Promissory Note, the Mortgagor desires to amend the Mortgage in accordance with this First Amendment to Mortgage;

NOW, THEREFORE, TO SECURE TO MORTGAGEE the full and prompt payment and performance of all of the Mortgagor's obligations to the Mortgagee under the Loan Agreement and the Promissory Note, the Mortgagor does hereby agree as follows:

1. Indebtedness. There is hereby added to and included within the "Indebtedness" (as such term is defined in the Mortgage) all of the liabilities and obligations of the Mortgagor under the Loan Agreement and the Promissory Note, and the term "Indebtedness" shall mean all of the


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liabilities and obligations originally secured by the Mortgage together with all of the liabilities and obligations of the Mortgagor under the Loan Agreement and the Promissory Note.

2. Condemnation. The Mortgagor shall immediately notify the Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and the Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by the Mortgagee in writing. Except for that certain condemnation proceeding pending as of the date hereof with respect to the taking of an approximately 720 square foot portion of the southeast corner of the Property, the Mortgagor hereby authorizes the Mortgagee, at the Mortgagee's option, as attorney-in-fact for the Mortgagor, to commence, appear in and prosecute, in the Mortgagee's or the Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking, provided such claim is for an amount equal to or greater than \$5,000.00. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid directly to the Mortgagee and shall be applied by the Mortgagee to the repayment of the Indebtedness, whether or not due and payable, with any excess paid to Borrower.

3. Reconfirmation. Except as amended by this First Amendment to Mortgage, the Mortgagor does hereby reconfirm the Mortgage in its entirety.

IN WITNESS WHEREOF, the undersigned Mortgagor has set his hand and seal on the day and year first above written.



Joseph DiVenere

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STATE OF ILLINOIS)

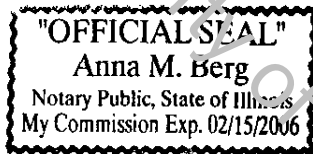
SS

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COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Joseph DiVenere, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 6th day of March 2003.



Anna M. Berg
Notary Public

[SEAL]

Cook County Clerk's Office

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EXHIBIT A

Legal Description

LOT 19 (EXCEPT THE NORTH 4.13 FEET THEREOF) AND ALL OF LOTS 20 AND 21 AND 22 (EXCEPT THE SOUTH 11.26 FEET THEREOF) IN BLOCK 7 IN OLIVER'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-20-313-002-000

Property Address: 3415-21 N. Southport, Chicago, Illinois

Property of Cook County Clerk's Office

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