AMENUMENT TO INSTALLMENT AGREEMENT FOR WARRANTY DEED

Main Bank successor to

WHEREAS, on August 22, 1977, WHEELING TRUST AND SAVINGS BANK, as Trustee under Trust Number 72-315, FRED D. GREENSTEIN, GARRETT N. VOOGT, and GARY W. VOOGT, entered into a certain Installment Agreement for Warranty Deed, (hereinafter the "Installment Agreement"), which Installment Agreement was recorded with the Recorder of Deeds of Cook County, Illinois as document number 24046960; and

as the Purchasers under the Installment Agreement, and the Main Bank successor to WHEELING TRUST AND SAVINGS BANK, as Trustee under Trust Number 72-315 is identified as the Seller under the Installment Agreement, and FRED D. GREENS'EIN is the sole beneficiary with Main Bank as successor to power of direction in and to the Wheeling Trust Number 72-315; and

WHEREAS, paragraph 3 of the rider attached to the Installment Agreement was modified at the closing by the addition of language which created an ambiguity as to when the Purchasers are obligated to pay the entire unpaid balance due and owing under the Installment Agreement, and the parties desire to further modify the terms of the Installment Agreement to clarify their respective rights and obligations regarding payment of the unpaid balance due under the Installment Agreement; and

WHEREAS, the parties intend this Amendment to the Installment Agreement to represent the full and final expression of their respective rights and obligations under the Installment

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Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged, it is mutually agreed by and between the undersigned parties as follows:

- 1. The foregoing preambles are incorporated by reference and hereby made a part of this Amendment.
- 2. To tre extent that any of the terms set forth in this Amendment conflict with the terms of the Installment Agreement and the Rider attached thereto, the terms of this Amendment shall supercede and control over the terms in the Installment Agreement and Rider.
- balance due under the Installment Agreement on July 1, 1985, was \$96,554.50. Purchasers agree to pay to GREENSTEIN the principal sum of \$96,554.50 and interest from July 1, 1985, on the balance of principal remaining from time to time unpoid at the rate of ten percent (10%) per annum payable in monthly installments of principal and interest in the amount of EIGHT HUNDRED AND NO/100THS DOLLARS (\$800.00), payable on the 15th day of July, 1985, and the EIGHT HUNDRED AND NO/100THS DOLLARS (\$800.00) or more on the 15th of each month thereafter until fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of July, 1993.
- 4. In the event that prior to July 1, 1993, Purchasers are able to procure a firm commitment for a commercial mortgage to be Main Bank successor to secured by the property which is the subject of Wheeling Trust

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NOW Threster in reasonable of the mutual covenants and equalitions considered the safety and ciber good and valuable consideration. The safeteresty of which is acknowledged, it is mutually agreed by and between the undersigned parties as fullower

- 2. To the extent that any of the terms set tothe in this smeart condition that the smeartment Agreement and the Ridee attented the the terms of this Amendment shall supercoole and extra ever the terms of this Amendment shall shall supercoole and extra ever the terms in the tastailment Agreement and Ridee.
- 3. The partice simputed agree that the principal betance due name the location agreement on duty 1, 1985, was \$895,754,000. The observation of principal sum of \$805,554.50 and interest from duty 1, 1985, on the balance of principal several principal sum of principal several princip
- d. In the event stander or ending the 1994, Purchasers are as a commercial martgage to he were to prover a commercial martgage to he with the second or the second of the

and Savings Bank Trust Number 72-315 in the amount necessary to pay off the then remaining principal balance due GREENSTEIN pursuant to paragraph 3, or such lesser sum as Purchasers accept, with interest not to exceed 10.50% per annum, to be amortized over 30 years, Purchasers shall be obligated to obtain such a mortgage and pay the entire unpaid principal balance then due and owing to GREENSTEIN. Purchasers shall not be obligated to pay points or service charges for such mortgage in excess of 2.5%; GREENSTEIN samil have the option to pay the amount of points or services charges in excess of 2.5%. GREENSTEIN may, at his option, procure for furchasers such a commitment and Purchasers shall assist GREENSTEIN in the execution of any documents necessary for the procurement of such mortgage commitment.

- 5. Purchasers shall not be obligated to pay application fees in connection with their obligations under paragraph 4 hereunder in excess of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per year.
- 6. All notice and demands hereunder shall be made in writing. The mailing of a notice or demand by certified mail, return receipt request, shall be sufficient service, deemed to have been given or made on the date of mailing to the parties at their respective addresses shown below:

SELLER:

Main Bank as successor to
Wheeling Trust and Savings Bank
as Trustee under Trust Number 72-315
350 East Dundee Road
CENTRES, Illinois 60090

Wheeling

Fred D. Greenstein 6002 Northwest 74th Avenue Tamarac, Florida 33313 (305) 721-3089

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PURCHASER:

Garrett N. Voogt 6220 Carlsbad Drive Tinley Park, IL 60477 (312) 532-3030

Gary W. Voogt 17013 Cherry Creek Drive Tinley Park, IL 60477 (312) 349-8080

IN WITNESS WHEREOF, the parties hereto have hereunto set their bends and seals in duplicate, on the 17th day of January 1986

Main Bank as successor to WHEELING TRUST AND SAVINGS BANK, as Trustee under Trust Number 72-135

JUNIX CLORA'S OFFICO MARY ELLEN ROSEMEYER (26250) KREISMAN & RAKICH 4749 LINCOLN MALL DRIVE, SUITE 204 60443 MATTESON, ILLINOIS (312) 747-6700

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EXCULPATORY CLAUSE

Is is expressly understood and agreed by and between the parties here to, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are Mevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertadings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the MAIN BANK or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

MAIN RANK

By:

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RIDER TO AMENDMENT TO
INSTALLMENT AGREEMENT FOR WARRANTY DEED

Legal Description

28-30-113-012

Parcel 1:

Lot 1 in Creekside Manor being a Subdivision of Lots 2, 3 and 4 in Block 10 in Elmore's Oak Park Avenue Estates being a Subdivision of the North West 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian, (except that part of Drainage Ditch conveyed by Document No. 377150) in Ccok County, Illinois.

Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1 over the 40 feet and the Southwesterly 40 feet of Lot 10, the Southwesterly 40 feet of Lot 11, and the Southeasterly 40 feet and the East 40 feet of Lot 12 as shown on the plat of Creekside Manor recorded November 16, 19/1 as Document No. 21713942 and as created by Deed from Puliman Bank and Trust Company, Corporation of Illinois, as Trustee under Trust Agreement dated August 10, 1967 and known as Trust Number 7180509 to Eleanor Schorm dated January 4, 1973 and recorded January 25, 1973 as Document No. 22199268 and as created by Mortgage recorded February 15, 1972 as Document No. 21807651, all in Cook County, Illinois.

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