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Box 333

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 OCT 30 PM 3:00

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Recording Requested By and
When Recorded Mail To:
GREAT NORTHERN INSURED ANNUITY
CORPORATION
P.O. Box 490
Seattle, Washington 98111-0490
GNA Loan No. 1110

$ 17.00

MODIFICATION OF ADJUSTABLE RATE MORTGAGE NOTE AND MORTGAGE

This Agreement, made and entered into as of this 26th day of October, 1990, by and between COMMERCIAL NATIONAL BANK OF BERWYN, not personally, but solely as Trustee pursuant to the provisions of a Trust Agreement dated December 2, 1986, and known as Trust Number 860970 ("Mortgagor"), whose address is 3322 South Oak Park Avenue, Berwyn, Illinois 60402 and GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation ("Mortgagee"), whose address is P.O. Box 490, Seattle, Washington 98111-0490.

PRELIMINARY RECITALS

A. Mortgagor has heretofore executed and delivered to Mortgagee that certain Adjustable Rate Mortgage Note dated March 8, 1990, in the principal sum of One Million Seven Hundred and Sixty-Two Thousand and Five Hundred and no/100 Dollars ($1,762,500.00) ("Note A"), which Note A is secured by a certain Mortgage dated March 8, 1990, recorded as Document Number 90-118236, in the Office of the County Recorder of Cook County, Illinois ("Mortgage A"), which Mortgage A creates a lien and security interest in certain real property more fully described in Exhibit "A" attached hereto ("Orland Park Property") and the personal property identified therein. The sole beneficiaries of the Mortgagor are Michael Pokorny and Angela Pokorny ("Beneficiaries").

B. Beneficiaries have applied for and Mortgagee is making an additional loan to Beneficiaries. In connection therewith, Beneficiaries have executed and are delivering to Mortgagee that certain Promissory Note in the amount of One Million Seven Hundred Forty-Three Thousand Seven Hundred and Fifty and No/100 Dollars ($1,743,750.00) dated of even date herewith ("Note B"), which Note B is secured by a certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated of even date herewith, to be recorded in the Office of the County Recorder of DuPage County, Illinois ("Mortgage B"), which Mortgage B creates a lien and a security interest in certain real property more fully described in Exhibit "B" attached hereto ("Westmont Property") and the personal property identified therein.

C. Note A and Note B are referred to collectively as the "Notes."

D. As a condition to disbursing the Loan evidenced by Note B, Mortgagee has required that each of the above-referenced loans as evidenced by the Notes be cross-defaulted and that the Beneficiaries execute and deliver to Mortgagee a Mortgage, Security Agreement and Fixture Financing Statement creating a lien and a security interest in the Westmont Property and the personal property identified therein ("Mortgage C") to more fully secure the repayment of Note A and that the Mortgagor execute and deliver to Mortgagee a Mortgage, Security Agreement and Fixture Financing Statement creating a lien and security interest in the Orland Park Property and the personal property identified therein ("Mortgage "D") to more fully secure the repayment of Note B. Beneficiaries have executed and delivered to Mortgagee Mortgage C which is dated of even date herewith and is to be recorded in the Office of the County Recorder of

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DuPage County, Illinois and Mortgagor has executed and delivered to Mortgagee Mortgage D which is dated of even date herewith and is being recorded in the Office of the County Recorder of Cook County, Illinois. Mortgage A, Mortgage B, Mortgage C and Mortgage D are referred to collectively as the "Mortgages".

E. The Beneficiaries have directed the Mortgagor to execute documents to effectuate the above-described matters including this Agreement as the loan evidenced by Note B is of benefit to them and the Mortgagor, and Mortgagee is making the loan evidenced by Note B in reliance upon such arrangements, agreements and documents and would not otherwise make such loan.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and in order to induce Mortgagee to disburse the sums of money evidenced by Note B, the Mortgagor and Mortgagee agree as follows:

1. CROSS-DEFAULT. A failure to make any required payment, whether of principal, interest or otherwise, under the terms of either of the Notes or any other default under either of the Notes, or a default or an event of default under any of the Mortgages, including a Monetary Default or Non-Monetary Default as described in Mortgage A, shall constitute a default under Note A and a Monetary Default or a Non-Monetary Default, as applicable, under Mortgage A.

2. CHOICE OF LAW. This instrument is made and executed under the laws of the State of Illinois and shall be governed by the laws of said State.

3. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and Mortgagor's successors and assigns including without limitation each and every from time to time record owner of the Orland Park Property or any other person having an interest therein, shall run with the land and shall inure to the benefit of the Mortgagee and its successors and assigns.

4. UNENFORCEABILITY OF CERTAIN CLAUSES. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

5. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

8. EXCULPATION OF TRUSTEE. This Agreement is executed by Commercial National Bank of Berwyn, a National Banking Association, not personally, but solely as Trustee under the terms of the Trust Agreement aforesaid, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this Agreement). It is expressly understood and agreed that nothing herein contained shall be construed as establishing any personal liability upon Trustee, its agents or employees, to pay any indebtedness referred to herein or to perform any of the terms, covenants, conditions and agreements herein contained, all such personal liability being hereby expressly waived by Mortgagee; Mortgagee's only recourse against Mortgagor being against the mortgaged premises and any other property given as security for the payment of the indebtedness referred to hereinabove, in the manner herein and as provided for in the other documents referred to herein and by law provided, NOTWITHSTANDING THE FOREGOING, nothing contained herein or in the Notes or any of the other loan documents related thereto shall be deemed to have released Michael

F. Pokorny and Angela Pokorny (collectively "Guarantors") from personal liability under that certain Guaranty and Personal Liability Agreement dated March 8, 1990 executed by Guarantors in favor of Mortgagee.

COMMERCIAL NATIONAL BANK OF BERWYN,
not personally, but as Trustee aforesaid
under Trust No. 860970 and Dated
December 2, 1986

By John P. Dunne
Title Vice President, John P. Dunne

ATTEST:

By Carol Ann Weber
Title Assistant Secretary, Carol Ann Weber

STATE OF ILLINOIS
COUNTY OF Cook

I, Carol Wojtowicz, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that John P. Dunne, Vice President of COMMERCIAL NATIONAL BANK OF BERWYN, ("Bank") and Carol Ann Weber, Assistant Secretary of Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that (she)(he), as custodian of the corporate seal, did affix the said corporate seal to said instrument as (her)(his) own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of October, 1990.

Carol Wojtowicz
Notary Public

My commission expires:
6-16-92

OFFICIAL SEAL
CAROL WOJTOWICZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-16-92

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GREAT NORTHERN INSURED ANNUITY CORPORATION
a Washington corporation

By: _____

Its: Vice President

STATE OF WASHINGTON
COUNTY OF King

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25th day of October, 1990, within my jurisdiction, the within-named Kenneth F. Hart, the Vice President of Great Northern Insured Annuity Corporation, a Washington corporation, who acknowledged that on behalf of the corporation, he signed, executed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned.

TERRI L BROENKOW
Notary Public
STATE OF WASHINGTON
My Comm. Exp. Mar. 1, 1992

Terri L. Broenkow
Notary Public

My commission expires:

March 1, 1992

THIS DOCUMENT WAS DRAFTED BY:

OPPENHEIMER WOLFF & DONNELLY
Plaza VII, Suite 3400
45 South Seventh Street
Minneapolis, Minnesota 55402

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EXHIBIT A

LEGAL DESCRIPTION:

The property described in this Modification of Adjustable Rate Mortgage Note and Mortgage as the Orland Park Property is situated in the County of Cook, State of Illinois, and is legally described as follows:

Tract I

A parcel of property located in the East Half of the Southwest Quarter of Section 15, Township 36 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the East Half of the Southwest Quarter of said Section 15; thence North 0 Degrees 00 Minutes 18 Seconds East along the West line of the East Half of the Southwest Quarter of said Section 15 (also the center line of 94th Avenue) for a distance of 64.99 feet to a point; thence South 89 degrees 38 minutes 48 seconds East along a line parallel to the South line of the East half of the Southwest quarter of said Section 15 for a distance of 50.00 feet to a point (said point lying on the East right-of-way line of 94th Avenue per document number 70L16926); thence South 44 degrees 41 minutes 27 seconds East along the said East right-of-way line of 94th Avenue for a distance of 21.21 feet to the North right-of-way line of 159th Street per document number 70L16926; thence South 89 degrees 44 minutes 09 seconds East along the said North right-of-way line of 159th Street for a distance of 776.69 feet to a point in a line lying 500.00 feet West of and parallel to the East line of the Southwest quarter of said Section 15 at the point of beginning; thence North 0 degrees 00 minutes 45 seconds East along the said line 500.00 feet West of and parallel to the said East line of the Southwest Quarter of Section 15 for a distance of 399.78 feet to a point in a line lying 450.00 feet North of and parallel to the South line of the East half of the Southwest Quarter of said Section 15; thence South 89 degrees 38 minutes 48 seconds East along the said line lying 450.00 feet North of and parallel to the said South line of the East half of the Southwest Quarter of Section 15 for a distance of 250.00 feet to a line 250.00 feet West of and parallel to the East line of the Southwest Quarter of said Section 15; thence South 0 degrees 00 minutes 45 seconds West for a distance of 393.38 feet to the North right-of-way line of 159th Street; thence North 89 degrees 44 minutes 09 seconds West along said North right-of-way line of 159th Street for a distance of 172.05 feet; thence South 0 degrees 02 minutes 12 seconds West continuing along the North right-of-way line of 159th Street for a distance of 5.00 feet; thence North 89 degrees 44 minutes 09 seconds West continuing along the North right-of-way line of 159th Street for a distance of 77.92 feet to the Point of Beginning in Cook County Illinois.

Commonly Known As: 9280 West 159th Street, Orland Park, Illinois 60462

P.I.N. 27-15-301-018

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EXHIBIT B

The property described in this Modification of Adjustable Rate Mortgage Note and Mortgage as the Westmont Property is situated in the County of DuPage, State of Illinois, and is legally described as follows:

Legal Description:

Lots 4, 5, 6, 7, 8 and 9 in Block 1 in Arthur T. McIntosh and Company's Ogden Avenue Subdivision, being a Subdivision in the South West 1/4 of Section 4, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded December 7, 1923 as Document 172336, in DuPage County, Illinois.

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SACCESSOR