

AMENDMENT TO NOTE AND MORTGAGE

This AMENDMENT made as of this 11<sup>th</sup> day of December, 1990 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally, but as Trustee under Trust Agreement dated April 2, 1985, and known as Trust No. 63964 ("Trustee"), and Richard A. Ungaretti ("Beneficiary"), the sole beneficiary of Trustee (Beneficiary, and Trustee being sometimes collectively referred to herein as the "Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender");

\$ 16.00

W I T N E S S E T H:

WHEREAS, Lender has made a loan to Borrower in the original principal amount of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00) (the "Loan"), which Loan is evidenced by that certain Note dated March 9, 1990 (the "Note") by Borrower and payable to the order of Lender, in the principal amount of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00), and is secured by that certain Mortgage, dated March 9, 1990 (the "Mortgage") by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 15, 1990 as Document No. 90 117451, and filed with the Registrar of Torrens Titles on March 15, 1990 as Document No. LR-3866473, encumbering the property legally described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Borrower and Lender have agreed to amend the Note and the Mortgage to increase the amount of the debt set forth therein, as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. The Note is hereby amended as follows:

- (a) The amount of the Loan in the first line of paragraph 1 on page 1 is hereby deleted and the amount of \$775,000.00 is hereby substituted therefor.
- (b) All references in the Note to the "Mortgage" shall be deemed to refer to the Mortgage as amended hereby.
- (c) All references in the Note to the "Note" shall be deemed to refer to the Note as amended hereby.

2. The Mortgage is hereby amended as follows:

- (a) The amount of the Loan in the seventh line of paragraph 1 on page 1 is hereby deleted and the amount of \$775,000.00 is hereby substituted therefor.
- (b) All references in the Mortgage to the "Note" shall be deemed to refer to the Note as amended hereby.
- (c) All references in the Mortgage to the "Mortgage" shall be deemed to refer to the Mortgage as amended hereby.

3. Except as amended hereby or pursuant hereto, the Note, the Mortgage, and all other documents executed in connection with the Loan shall be and remain unchanged and in full force and effect in accordance with their respective terms and are hereby ratified and confirmed.

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4. This Amendment is executed by American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid in the exercise of the power and authority conferred and vested in it as such Trustee. No personal liability shall be asserted or enforceable against Trustee because or in respect of this Amendment or the making thereof, all such liability, if any, being expressly waived by the Lender, its successors and assigns.

IN WITNESS WHEREOF, the parties hereby have executed this Amendment by their duly authorized representatives as of the date first above written.

BORROWER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust No. 63964

ATTEST: [SEAL]

By: [Signature]  
Name: Timothy Ronald Salovey  
Title: ASSISTANT SECRETARY

By: [Signature]  
Name: E. MICHAEL WELLEN  
Title: VICE PRESIDENT

By: [Signature]  
Richard A. Ungaretti

LENDER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

ATTEST: [SEAL]

BY: [Signature]  
Name: MICHAEL J. GAUNE  
Title: Commercial Banking Associate

By: [Signature]  
Name: ROY E. TAYLOR  
Title: President

COOK COUNTY, ILLINOIS

1990 DEC 26 PM 3:23

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF C O O K )

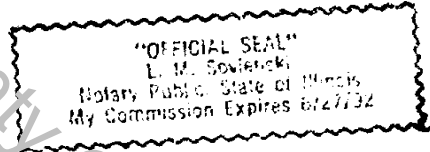
I, L. M. SOVIENSKI, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ~~V. Vincent Vignani~~ President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and ~~V. Vincent Vignani~~, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~President~~ President and ~~Assistant Secretary~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as trustee as aforesaid for the uses and purposes therein set forth; and said ~~persons~~ then and there acknowledged that she did affix the seal of said bank to said instrument as her own free and voluntary act and as the free and voluntary act of said bank, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 1990.

DEC 12 1990

L. M. Soviencki  
Notary Public

My Commission Expires: \_\_\_\_\_



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

I, Joan G. Helsdingen the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD A. UNGARETTI who is 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 and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of December, 1990.

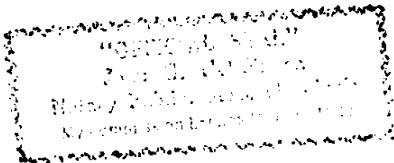


Joan G. Helsdingen  
Notary Public  
My Commission Expires: May 5, 1992

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

I, Joan G. Helsdingen, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Roy C. Thygesen and \_\_\_\_\_, the Vice President and \_\_\_\_\_ respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and \_\_\_\_\_, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said insurance company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11<sup>th</sup> day of December, 1990.



Joan G. Helsdingen  
Notary Public  
My Commission Expires: May 5, 1992

BOX 993 - CG

This instrument prepared by:  
RETURN TO:  
Coffield Ungaretti Harris & Slavin  
3500 Three First National Plaza  
Chicago, Illinois 60602

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## EXHIBIT A

### Legal Description

Lots 3 and 4 in Prussing's Subdivision of the West  $\frac{1}{2}$  of Lot 17 in Block 2 of Sheffield's Addition to Chicago, in Section 35, Township 40 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois.

Address: 740-742 W. Willow, Chicago

PI#:  
14-33-300-107-1001  
14-33-300-107-1002

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