

Second Amendment to Installment Note, Mortgage and Security Agreements

THIS AMENDMENT made this 2nd day of May, 1990 by and between Belmont National Bank of Chicago (Lender), American National Bank and Trust company of Chicago, not personally but solely as Trustee under Trust Agreement dated March 1, 1988 and known as Trust No. 104799-05 (Trustee) and Ernest A. Karris (Guarantor and Beneficiary);

WHEREAS, reference is hereby made to a \$950,000.00 Loan (Loan) made by Lender for the benefit of Beneficiary and Guarantor evidenced by that certain Mortgage and Installment Note dated May 2, 1988 in the original amount of \$950,000.00 made by the Trustee of the Trust as Maker, and payable to order of Lender, payment of the Note and performance of the terms and conditions thereof is secured by the following (collectively called Security Agreements):

- a) Mortgage dated May 2, 1988 made by the Trustee of the Trust, recorded with the Recorder of Deeds of Cook County, Illinois (Recorder) on May 2, 1988 as Document No. 88184107 which Mortgage affects the real estate legally described to wit:  
(See Legal Description attached hereto and made a part hereof)
- b) Assignment of Rents dated May 2, 1988 made by the Trustee of the Trust in favor of Lender as Assignee, recorded with the Recorder on May 2, 1988 as Document No. 88184108;
- c) Security Agreement (Beneficial Interest in Land Trust) dated May 2, 1988 made by Beneficiary in favor of Lender with respect to the Trust;
- d) Guarantee dated May 2, 1988 made by Beneficiary in favor of Lender with respect to the Trust and Loan;
- e) Joinder dated May 2, 1988 made by Beneficiary in favor of Lender with respect to Assignment of Rents.

WHEREAS, the Trustee of the Trust, Beneficiary and Guarantor have requested Lender to extend the Loan maturity date for two (2) years; and Lender is agreeable to such extension of Loan maturity date.

NOW THEREFORE, the Trustee of the Trust, the Beneficiary and Guarantor and Lender hereby agree as follows:

- 1. The final payment of principal and interest, if not sooner paid shall be due on the 2nd day of May, 1992.
- 2. The Installment Note and Security Agreements are hereby amended by this Amendment.
- 3. Except as specifically provided herein, the Installment Note, the Security Agreements and Guarantee remain in full force and effect and are hereby ratified and confirmed in their entirety by the respective parties thereto.
- 4. The Beneficiary represents and warrants and Trustee of the Trust represents to Lender that there is no default under the Note and the Security Agreements.
- 5. By the execution hereof, the Guarantor consents to the extension of Loan maturity date and acknowledge that his Guaranty remains in full force and effect.
- 6. This Amendment is executed by the Trust, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in such Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any liability on such Trustee to personally perform any express or implied covenant, condition, or obligation under this Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any

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right, title or interest under this Amendment, but nothing herein shall release, waive, modify, or discharge the liability and obligations of the Guarantors under the Guaranty.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as the day and year first above written.

BELMONT NATIONAL BANK OF CHICAGO

BY: *Larry Slonina*  
LARRY SLONINA  
SENIOR VICE PRESIDENT

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, NOT PERSONALLY  
BUT SOLELY AS TRUSTEE AS AFORESAID

BY: *[Signature]*

ATTEST: *[Signature]* TRUST OFFICER  
DEPARTMENT SECRETARY

*Ernest A. Karfis*  
Ernest A. Karfis, Guarantor

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DEPT. OF RECORDING \$15.  
T#9999 TRAD 8088 06/14/90 15:14:00  
#9567 H-90-233717  
COOK COUNTY RECORDER

PREPARED BY & RETURN TO

BELMONT NATIONAL BANK  
3179 N. CLARK ST.  
CHICAGO, IL 60657

IDENT. \_\_\_\_\_

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## EXHIBIT "A"

APPROXIMATELY 2.9 ACRES ON THE (SEC) OF 95TH & STONY ISLAND AVENUE, CHICAGO, ILLINOIS AND MORE FULLY DESCRIBED AS FOLLOWS:

AN IRREGULAR PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 100 FEET OF SAID NORTHWEST QUARTER AND THE SOUTH LINE OF THE NORTH 50 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 100 FEET OF SAID NORTHWEST QUARTER, 581.22 FEET, MORE OR LESS, TO INTERSECTION WITH A LINE WHICH IS 59 FEET NORTHEASTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF THE ORIGINAL 66 FOOT RIGHT-OF-WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE 96.40 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES, A DISTANCE OF 1031.20 FEET TO A POINT; THENCE NORTH A DISTANCE OF 99.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50 FEET OF SAID NORTHWEST QUARTER, ALONG A LINE WHICH MAKES A RIGHT ANGLE WITH SAID SOUTH LINE OF THE NORTH 50 FEET OF SAID NORTHWEST QUARTER; THENCE WEST 921.71 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 425 FEET, AS MEASURED ON THE NORTH LINE, IN COOK COUNTY, ILLINOIS.

### EXCEPT

THAT PART OF AN IRREGULAR PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF STONY ISLAND AVENUE (BEING THE EAST LINE OF THE WEST 100 FEET OF SAID NORTHWEST QUARTER) AND THE SOUTH LINE OF EAST 95TH STREET (BEING THE SOUTH LINE OF THE NORTH 50 FEET OF SAID NORTHWEST QUARTER); THENCE EASTERLY ALONG THE SOUTH LINE OF SAID EAST 95TH STREET FOR A DISTANCE OF 425 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID STONY ISLAND AVENUE FOR A DISTANCE OF 42.60 FEET; THENCE NORTHEASTERLY FOR A DISTANCE OF 496.76 FEET TO A POINT IN THE EAST PROPERTY LINE WHICH IS 921.71 FEET EAST AND 22.74 FEET SOUTH OF THE POINT OF COMMENCEMENT, AS MEASURED NORMAL TO THE SOUTH LINE OF SAID EAST 95TH STREET; THENCE NORTHERLY ALONG SAID EAST PROPERTY LINE FOR A DISTANCE OF 22.74 FEET TO SAID SOUTH LINE; THENCE WEST ALONG SAID SOUTH LINE OF EAST 95TH STREET FOR A DISTANCE OF 496.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PREPARED BY & RETURN TO

BELMONT NATIONAL BANK  
3179 N. CLARK ST.  
CHICAGO, IL 60657

IDENT. \_\_\_\_\_

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IDENTIFICATION NUMBER

CHICAGO, ILLINOIS

CHICAGO, ILLINOIS

IDENT

SECRET

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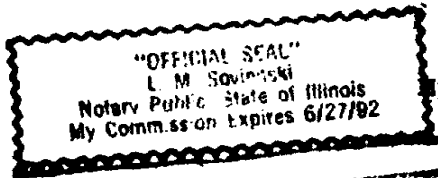
State of Illinois ) ss.  
County of Cook )

I the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Claire Rosati Feley the TRUST OFFICER of American National Bank and Trust Company of Chicago, and Anita M. Lutkus the TRUST OFFICER who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and TRUST OFFICER respectively, appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act for the uses and purposes therein set forth; and the said TRUST OFFICER did also then and there acknowledge that he, as custodian of the corporate seal did affix the said corporate seal to said instrument as his/her own free and voluntary act, and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990. MAY 24 1990

L. P. Soranski  
Notary Public

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



I, The undersigned, a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY that Ernest A. Karris personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of May, 1990.

Michelle McIntyre  
Notary Public

My Commission Expires 11-24-91



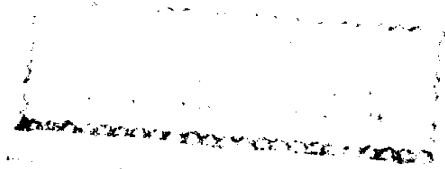
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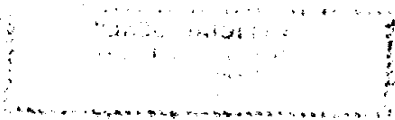


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