91328733

ROOKS, PITTS AND POUST

This Instrument was prepared by
and when recorded please return to:

Fred R. McMorris
Rooks, Pitts and Poust
201 Naperville Road
Wheaton, Illinois 60187

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1991 JUL -3 AM 11:48

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NBD ELK GROVE BANK
AMENDMENT TO REHAB MORTGAGE
(LAND TRUST)

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THIS AMENDMENT TO REHAB MORTGAGE ("Amendment to Mortgage") is made this 23rd day of May 1991 _____, by NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust Agreement dated April 25, 1990 and known as Trust Number 2827-EG; BEACON OF SHERIDAN PARK JOINT VENTURE, an Illinois General Partnership; EQUITY PARTNERS LTD., an Illinois corporation; RICHARD A. MAY; JAMES L. PRANGE; and ALEX BRITVA (collectively referred to hereinafter as "Mortgagor") and granted to NBD ELK GROVE BANK, an Illinois banking corporation, having its principal office at 100 East Higgins Road, Elk Grove Village, Illinois 60007 ("Mortgagee").

RECITALS

WHEREAS, Mortgagor is indebted to Mortgagee in the amount of One Million One Hundred Forty-Three Thousand Seven Hundred Fifty Dollars ($1,143,750.00), together with interest thereon from and after the date hereof as evidenced by, at the rates and upon the additional terms provided in that certain Rehab Mortgage Note ("Note"), executed by Mortgagor and made payable to the order of and delivered to Mortgagee, and by this reference incorporated herein and as further described in the Rehab Loan Agreement and any amendments thereto ("Agreement") executed as a part of this transaction and incorporated herein by reference;

WHEREAS, Mortgagor has executed a Rehab Mortgage dated July 13, 1990 and recorded in the office of the Cook County Recorder on July 13, 1990 as Document Number 90-338043 (the "Mortgage");

WHEREAS, Mortgagor has requested that Mortgagee waive certain conditions in the Mortgage and Mortgagee, subject to and conditioned upon certain terms and conditions set forth herein has agreed to waive certain conditions in the Mortgage provided that the legal description of the mortgaged premises is amended to include all of the property described on Exhibit A attached hereto (the "Mortgaged Premises").

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal sum and interest thereon as evidenced by the Note, the performance of the covenants and agreements contained in the Mortgage and this Amendment to Mortgage, the Note and all other Loan Documents and amendments executed pursuant thereto or hereto, and all of which are incorporated herein by reference as if fully written herein, the Mortgagor does, by these presents, grant, transfer, bargain, set over, pledge, convey, and mortgage unto Mortgagee, its successors and assigns forever, the Real Estate and all of Mortgagor's estate, right, title, and interest therein as legally and commonly described on Exhibit A attached hereto.

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All of the terms of the Mortgage shall be and remain in full force and effect, shall constitute the legal, valid, binding and enforceable obligations of Mortgagor, and are incorporated herein by reference as though fully set forth herein.

This Amendment to Mortgage is executed by the undersigned, not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and is payable only out of the assets of the Trust Estate held under the Trust Agreement, including specifically but without limitation that property described on Exhibit A attached hereto.

14-17-108-015,019

BOX 333

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed and effective as of the date first above written.

MORTGAGOR:

NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust Agreement dated April 25, 1990 and known as Trust Number 2827-EG

By: Patricia A. Dunleavy
Print Name: Patricia A. Dunleavy
Title: TRUST OFFICER

ATTEST:

By: Edward J. Musolf
Print Name: EDWARD J. MUSOLF
Title: ASSISTANT SECRETARY

SEE TRUSTEE'S RIDER

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED OR MORTGAGE /AMENDMENT TO REHAB MORTGAGE
DATED May 23, 1991 UNDER TRUST NO. 2827-EG

ATTACHED HERETO AND MADE A PART HEREOF

This Mortgage or TRUST DEED in the nature of a mortgage is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust No. 2827-EG in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the Mortgagor or Grantor, or on said NBD TRUST COMPANY OF ILLINOIS, personally, to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagee or Trustee under said Trust Deed, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor or Grantor and said NBD TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantors, if any. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

91328733

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

ROOKS, PITTS AND POUST

BEACON OF SHERIDAN PARK JOINT VENTURE,
an Illinois General Partnership

By: _____
Print Name: Richard A. May
Authorized Partner

EQUITY PARTNERS LTD., an Illinois corporation

By: _____
Print Name: Richard A. May
Title: President

ATTEST:

By: _____
Print Name: Richard L. Easley
Title: Vice President/Secretary

_____
RICHARD A. MAY

_____
JAMES L. PRANGE

_____
ALEX BRITVA

Accepted by Assignee:

NBD ELK GROVE BANK, an Illinois banking corporation

By: _____
An Authorized Officer

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ROOKS, PITTS AND POUST

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for said county, in the State aforesaid, DOES HEREBY CERTIFY that Patricia A. Dunleavy as Trust Officer and Edward J. Musolff as Assistant Secretary of NBD TRUST COMPANY OF ILLINOIS, as Trustee under Trust No. 2827-EG, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of May, 19 91

Joan M. DiCosola
Notary Public
Commission Expires:

"OFFICIAL SEAL"
JOAN M. DICOSOLA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/13/94

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ROOKS, PITTS AND POUST

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

The undersigned, a Notary Public in and for said county, in the State aforesaid, DOES HEREBY CERTIFY that Richard A. May as an authorized partner of Beacon of Sheridan Park Joint Venture, an Illinois General Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as authorized partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of May, 1991.

Edith M. Scurto
Notary Public

Commission Expires: _____

OFFICIAL SEAL
EDITH M. SCURTO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC.11,1995

91328733

ROOKS, PITTS AND POUST

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

The undersigned, a Notary Public in and for said county, in the State aforesaid, DOES HEREBY CERTIFY that Richard A. May as President and Richard L. Rasley as Vice President of Equity Partners, Ltd., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of May, 1991.

Edith M. Scurto
Notary Public

Commission Expires: _____

OFFICIAL SEAL
EDITH M. SCURTO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC.11.1993

91328733

ROOKS, PITTS AND POUST

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

The undersigned, a Notary Public in and for said county, in the State aforesaid, DOES HEREBY CERTIFY that Richard A. May, James L. Prange and Alex Britva, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the signature, seal and delivery of the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of May, 1991.

Edith M. Scurto
Notary Public

Commission Expires: _____

OFFICIAL SEAL
EDITH M. SCURTO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC.11,1993

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ROOKS, PITTS AND POUST

EXHIBIT A
TO
AMENDMENT TO REHAB MORTGAGE
(LAND TRUST)

LEGAL DESCRIPTION OF MORTGAGED PREMISES

PARCEL I:

LOTS 193 AND 194 IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE SAID NORTH WEST 1/4, WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF GREEN BAY ROAD, ALL IN COOK COUNTY, ILLINOIS.

PARCEL II:

THE WEST 80 FEET OF LOT 236 AND THE WEST 80 FEET OF THE SOUTH 1/2 OF LOT 235 IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE SAID NORTH WEST 1/4, WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF GREEN BAY ROAD, ALL IN COOK COUNTY, ILLINOIS.

PARCEL III:

LOT 236 (EXCEPT THE WEST 80 FEET THEREOF) AND THE SOUTH 1/2 OF LOT 235 (EXCEPT THE WEST 80 FEET THEREOF) IN SHERIDAN DRIVE SUBSIDIVISION, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE SAID NORTH WEST 1/4, WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF GREEN BAY ROAD, ALL IN COOK COUNTY, ILLINOIS.

4620-4624 N. BEACON