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92750402

AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

THIS AMENDMENT made this 28th day of September, 1992 by and between Bank of Chicago / Garfield Ridge, not personally but solely as Trustee pursuant to Trust Agreement dated May 16, 1991 and known as Trust no. 91-5-11 (hereinafter referred to as "Mortgagors") and BANK OF CHICAGO / LITTLE VILLAGE hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagee is the holder and owner of a certain Mortgage (hereinafter referred to as the "Mortgage") and Assignment of Rents securing a Secured Business Note (hereinafter referred to as the "Note") in the original principal sum of FOUR HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED EIGHTY ONE AND 27/100 DOLLARS (\$497,981.27) from the Mortgagors; and

WHEREAS, the Mortgage, Assignment of Rents and Security Agreement Land Trust was recorded July 12, 1991 with the Recorder of Deeds of COOK County, Illinois as document No. 91348337 and conveyed the real estate described on Exhibit A attached hereto; and

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement extending the maturity date of the Note to December 28, 1992 and;

WHEREAS, the Mortgagors and Mortgagee desire to amend the Mortgage and the Assignment of Rents to reflect the changes in the Note.

NOW THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, Mortgagee and Mortgagors agree as follows:

1. The Maturity Date of the Note as reflected on the Mortgage is hereby changed to December 28, 1992.
2. All other terms, provisions and conditions of Mortgage, Assignment of Rents and Security Agreement Land Trust as modified hereby are hereby confirmed.
4. This Amendment shall be attached to and made a part of the original Mortgage, Assignment of Rents and Security Agreement Land Trust.
5. Mortgagors warrants that the Mortgage, as modified hereby, is valid, binding and enforceable according to its terms.

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IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

* Bank of Chicago / Garfield Ridge, not personally but as Trustee under Trust Agreement dated May 16, 1991 and numbered 91-5-11

BY: Rosemarie J. Baran
Rosemarie J. Baran
Land Trust Officer

Attest: Jane A. Novotny
Jane A. Novotny, Assistant Vice President

ACCEPTED:

BANK OF CHICAGO / LITTLE VILLAGE

BY: Claude J. Cimino
Claude J. Cimino, President

BY: Charles B. Hall, II
Charles B. Hall, II, Executive Vice President

DEPT-01 RECORDINGS \$25.50
T#9999 TRAN 8506 10/08/92 10:33:00
#1989 # *-52-750402
COOK COUNTY RECORDER

#25.50

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE BANK OF CHICAGO / GARFIELD RIDGE ON REVERSE SIDE IS HEREBY EXPRESSLY MADE A PART HEREOF.

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This Document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as Trustee.

Property of Cook County Clerk's Office

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EXHIBIT "A"

Legal Description

LOT 3 AND THE NORTH 2 FEET OF SOUTH 62 FEET OF LOT 7 AND LOT 4 AND THE NORTH 20 FEET OF SOUTH 60 FEET OF LOT 7 AND LOT 5 AND THE NORTH 20 FEET OF SOUTH 40 FEET OF LOT 7 AND LOT 6 AND THE SOUTH 20 FEET OF LOT 7 IN HALES SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 3 IN CANAL TRUSTEES' SUBDIVISION OF WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 233 East Cermak Rd.
Chicago, Il 60616

Permanent Identification Nos. 17-27-104-006, 007, 008, 009

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