

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

THIS AMENDMENT made this 3rd day of September 19 92 by and between Bank of Chicago/Garfield Ridge *f/k/a Garfield Ridge Trust and Savings Bank not personally, but as Trustee u/t/a dated 3/3/89, and known as Trust #89-3-6 (hereinafter referred as "Mortgagor") and Bank of Chicago/Garfield Ridge hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagee is the holder and owner of a certain Mortgage (hereinafter referred to as the "Mortgage") securing a Secured Business Note (hereinafter referred to as the "Note") in the original principal sum of One Hundred Ninety-Nine Thousand Five Hundred Eleven & 82/100 (\$199,511.82) from the Mortgagor dated September 3, 1991 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage and Assignment of Rents was recorded August 1, 19 89 with the Recorder of Deeds of Cook County, Illinois as document No. 89350596 and conveyed the real estate described below:

LOT 8 IN STREAMSTOWN VILLA'S A SUBDIVISION OF THE SOUTH 660.0 FEET OF THE EAST 60 ACRES (EXCEPT THE WEST 330 FEET OF THE SOUTH 660 FEET AND EXCEPT THE SOUTH 660 FEET OF THE EAST 330 FEET) OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P/A: 14210 SOUTH STREAMSTOWN, ORLAND PARK IL 60462 P.I.N. #27-02-400-041

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the maturity date of the Note to September 3, 1993.

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to n/a; and

WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending the monthly payment amount of the Note to n/a.

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 Mortgagor agree as follows:

1. The Maturity Date of the Note as reflected on the Mortgage is hereby changed to September 3, 1992.
2. The Interest Rate of the Note as reflected on the Mortgage is hereby changed to n/a.
3. The monthly payment amount of the Note as reflected on the Mortgage is hereby amended to n/a.
4. All other terms, provisions and conditions of the Mortgage modified are hereby confirmed.
5. This Agreement shall be attached to and made a part of the Mortgage.
6. Mortgagor warrants that the Mortgage, as modified hereby, is valid, binding and enforceable according to its terms.

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

Bank of Chicago/Garfield Ridge, not personally, but as Trustee u/t/a dtd. 3/3/89, known as Trust #89-3-6.

By: [Signature]
Attest: [Signature]

ACCEPTED:

BANK OF CHICAGO/GARFIELD RIDGE

BY: [Signature]

This instrument was prepared by: Bank of Chicago/Garfield Ridge 6353 W. 55th St., Chicago IL 60638

DEPT-01 RECORDING \$23.00
TRAN 9139 10/14/92 15:22:00
#551 # *92-744234
COOK COUNTY RECORDER

92764234

#23.00 E

UNOFFICIAL COPY

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared _____ known to me to be the same person(s) whose name is subscribed to the foregoing instrument and acknowledges that he signed and delivered the 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 _____ day of _____, 19____.

Notary Public

My Commission Expires:

CORPORATE ACKNOWLEDGMENT

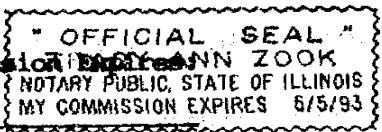
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned _____, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared Rosemarie J. Buran and June A. Dovolny known to me to be the Land Trust Officer and Asst. Vice President Secretary of BANK OF CHICAGO / GARFIELD RIDGE, a corporation, 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 the corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of October, 19 92.

Tracy Ann Zook

Notary Public



My Commission Expires: _____

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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.