RETURN TO

Richard G. Shapiro Bank Leumi Le-Israel B.M. 100 North Lasalle Street Chicago, Illinois 60602 93485108

DEPT-01 RECORDING

T43333 TRAN 6853 06/24/93 12:07:00

· #2766 # #-93-485108

COOK COUNTY RECORDER

FIFTH AMENDMENT TO MORTGAGE AND SECURED BUSINESS NOTE

THIS FIFTH AMENDMENT TO MORTGAGE AND SECURED BUSINESS NOTE (this "Amendment"), made as of MARCH 15, 1993 by and between CONGREGATION OR TORAH, an Illinois not for profit corporation, 3740 West Dempster Street, Skokie, Illinois ("Mortgagor") and BANK LEUMI (E-ISRAEL B.M., CHICAGO BRANCH, 100 North Lasalle Street, Chicago Illinois ("Mortgagee"),

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WITNESSETH: THAT · 1

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WHEREAS, Mortgagor Lecame indebted to Mortgagee pursuant to a certain Secured Business Note dated March 17, 1988 (the "Note") in the original principal amount of Four Hundred Thirty-Five Thousand Dollars (\$435,000.00): and

WHEREAS, the Note was secured by a Mortgage dated March 17, 1988 recorded in office of Cook County Recorder of Deeds as Document Number <u>\$8112080</u> (the "Mortgage"), encumbering the property legally described in Exhibit A attached here to and made a part hereof; and

WHEREAS, the Note and the Mortgage were subsequently amended by First Amendment to Mortgage and Secured Business Note ("First Amendment") dated March 17, 1989, recorded in the office of Cook County Recorder of Deeds as Document Number 89433103, increasing the indebtness evidenced and secured thereby to Four Hundred Eighty-Five Thousand Dollars (\$485,000.00) and extending the maturity thereof to March 17, 1990; and

WHEREAS, the Note and the Mortgage, as amended by the First Amendment, were subsequently amended by Second Amendment to Mortgage and Secured Business Note ("Second Amendment") dated March 17, 1990, recorded in the office of Cook County Recorder of Deeds as Document Number 90224453, extending the maturity thereof to September 17, 1991 and reducing the rate thereof to 0.25% per annum above the rate designated by Lender; and

WHEREAS, on September 17, 1991 the maturity of the Note as theretofore amended, was extended to March 17, 1992; and

WHEREAS, the Note and the Mortgage, as amended by Second Amendment were subsequently amended by Third Amendment to Mortgage and Secured Business Note ("Third Amendment") dated March 17, 1992, recorded in the office of Cook County Recorder of Deeds as Document Number 92217595 extending the maturity thereof to September 15, 1992; and

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WHEREAS the Note and the Mortgage as amended from time to time were subsequently amended by a fourth Amendment dated September 15, 1992 recorded in the Office of Cook County Recorder of Deeds as document number 92824842 extending the Maturity thereof to November 15, 1993, and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Note and the Mortgage so as to extend the maturity thereof to November 15, 1993; and

WHEREAS, all words and terms used in this Amendment which are defined in the Note or the Mortgage shall have same meanings ascribed to them in the Note and/or the Mortgage, as the case may be, unless otherwise defined herein or unless the context hereof clearly requires otherwise;

NOW, TAZREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the process agree as follows:

1. The Note is hereby amended by deleting the first five lines thereof, and inserting the following in lieu thereof:

"On November 15, 1993 unless demand is sooner made, for value received, the undersigned promises to pay to the order of Bank Leumi Le-Israel B.M., Chicago Branch (hereinafter called "Lender") at its office in Chicago, Illinois, the principal sum of Four Hundred Eighty-Five Thousand Dollars (\$485,000.00; together with interest thereon from time to time unpaid at the initial rate of 7.0% per annum and at the variable rate thereafter of 1% per annum above the rate of interest designated by the Lender and in effect, from time to time, as its Designated Rate".

2. The Mortgage is hereby amended by deleting the second paragraph thereof and inserting the following in lieu thereof:

"THAT WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon the Secured Business Note of even date herewith in the principal sum of Four Hundred Eighty-Five Thousand Dollars (\$485,000.00) payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor has promised to pay the said principal sum and interest at the rate and in installments as provided in said Note, with a final payment of the balance due on the fifteenth (15th) day of November 1993 and all of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee at 100 North LaSalle Street, Chicago, Illinois."

3. Except as amended herein, the Note and Mortgage are hereby ratified and confirmed and remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Mortgage and Secured Business Note as of the day and year first above-written.

BANK LEUMI LE-ISRAEL B.M., CHICAGO BRANCH

Delin Or Cook County Clerks 93485108

Office VICE DIESIDENT

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CONGREGATION OR TORAH, Illinois not for profit

corporation

UNOFFICIAL CC STATE OF ILLINOIS 55: COUNTY OF COOK

The foregoing Fifth Amendment to Mortgage and Secured Business Note was acknowledged before me by Richard G. Shapiro the Assistant Vice-President of Bank Leumi Le Israel, B.M., Chicago Branch, an Israeli corporation, on behalf of the corporation.

Notary

STATE OF ILLINOIS

SS:

COUNTY OF COOK

OFFICIAL SEAL SHOSHANA SENDLIN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP JAN. 27,1997

The foregoing Fifth Amendment to Mortgage and Secured Business Note was acknowledged before me by GEORGE BURNSTEIN the President, and by Trum 3 tapino, the Vice-President of Congregation Or Torah, an Illinois not for profit corporation, on behalf of the corporation.

Notary Public

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LOTS 36 TO 39, BOTH INCLUSIVED TOGETHER VITALIHESSOUTH 3/2 OF THE VACATED ALLEY HORTH OF AND ALTACENT OF SAID LOTS, AND THE PART OF LOT 35 AND ADJACENT VACATED ALLEY, LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 35, 17:22 FEET EAST OF THE SOUTH VEST CORNER OF SAID LOT 35; THENCE HORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 14.02 FEET EAST OF THE VEST LINE OF SAID LOT 35 EXTENDED NORTH TO THE HORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALSO THAT PART OF LOT 40 AND ADJACENT VACATED ALLEY LYING VEST OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 40, 15.24 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 40: THENCE MORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 13:13 FEET EAST OF THE WEST LINE OF SAID LOT 40 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALL IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBLIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

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LOTS 41 AND 42 AND THAT PART OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS TOGETHER WITH THAT PART OF LOT 40 AND ADJACENT VICATED ALLEY LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 40, 16.24 FEET EAST OF THE SOUTH WEST CORNER; THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/7 OF THE VACATED ALLEY, 13.13 FEET EAST OF THE VEST LINE OF SAID LOT 40 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, AIT IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBGIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANCE 13 EAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN THE AGREEMENT PATED OCTOBER 1, 1981 AND RECORDED OCTOBER 1, 1981 AS DOCUMENT 2602980; FOR INGRESS, EGRESS AND PARKING AND ALONG THE FOLLOWING DESCRIBED LAND:

- (A) LOTS 56 TO 66, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF ANY ADJACENT TO SAID LOTS, IN NORTHWESTERN EXTENSIONS REALTY COMPANY'S DEHY I'VE STREET AND CRAVFORD AVENUE SUBDIVISION IN THE SOUTH 1/4 OF THE VIST 1/2 OF THE SOUTH VEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS
- (B) LOTS 4 TO 7 BOTH INCLUSIVE, TOGETHER VIT. THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS, IN BLOCK 2 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT B IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
- (C) THAT PART OF SPRINGFIELD AVENUE, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF LOT 7 IN BLOCK 2 IN HARRY A. P.O. AND COMPANY'S TURNER WOODS SUBDIVISION; THENCE NORTH ALONG THE FAST LINE OF SAID LOT 7 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1.7 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO LOT 7; THENCE EAST TO THE WEST LINE OF LOT 20 IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOT 20; THENCE SOUTH ALONG SAID WEST LINE AS EXTENDED TO THE SOUTH WEST CORNER OF SAID LOT 20; THENCE WEST TO THE SOUTH EAST CORNER OF SAID LOT 7, ALL IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/5 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THED PRINCIPAL MERIDIAN, IN COOK COUNTY, 115 INCIS
- (D) LOTS 20 TO 34, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE MATATED ALLEY NORTH OF AND ADJACENT TO SAID LOTS AND THAT PART OF LOT 35 AND ADJACENT VACATED ALLEY LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 35, 17.22 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 35; THENCE NORTH TO POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 14.02 FEET EAST OF THE WEST LINE OF LOT 35 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALL IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 5 'N THE JOHN TIPMER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF SECTION 14. TOWNSHIP 41 NORTH, RANGE 13, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

PIN No. 10-14 - 300 - 62-1- 6000

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