3. 数据数据 2.11、 2.11000 2.1101 1673 2.11

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is entered into this 313 day of August, 1993, by and between River Forest State Bank and Trust Company, not personally but as Trustee under Trust Agreement dated October 1, 1987 and known as Trust Number () 3342 (the "Mortgagor") and River Forest State: Bank and Trust () Company, an Illinois banking corporation (the "Mortgagee!) 200 100444000

RECITALS:

The Mortgagor executed that certain Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") dated December 14, 1987, in favor of the Mortgagee, pursuant to which the Mortgagor mortgaged, graced and conveyed to the Mortgagee certain real estate located in the City of Forest Park, County of Cook, State of Illinois, a legal description of which is attached hereto as Exhibit A, in order to secure the repayment of the indebtedness evidenced by that certain Mortgage Note (the "Note") dated December 14, 1987, in the original principal amount of Seven Hundred Seventy-Five Thousand Dollars (\$775,000) executed by the Mortgagor, Virginia R. Feller, not personally but as Trustee under the Bernard A, Feller Declaration of Trust dated August 27, 1985, and Virginia R. Feller as Trustee under the Virginia R. Feller Declaration of Trust dated August 27, 1985.

- The Mortgage was duly recorded with the Recorder of Deeds of Cook County on December 15, 1987, as Document Number 87659427.
- The Mortgagee has previously advanced to Feller (as defined hereinafter) the aggregate sum of Three Million Four Hundred Thousand Dollars (\$3,400,000) as evidenced by:
 - Mortgage Note dated December 14, 1987, in the original principal amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000);
 - Mortgage Note dated December 14, 1987, in the 2. original principal amount of Four Hundred deventy-Five Thousand Dollars (\$475,000);

This Instrument Was Prepared By and When Recorded Should Be Mailed To:

Mr. Christopher Glancy, President River Forest State Bank and Trust Company 7727 Went Lake Street River Forest, Illinois 60305

- 3. Mortgage Note dated December 14, 1987, in the original principal amount of Seven Hundred Seventy-Five Thousand Dollars (\$775,000);
- 4. Mortgage Note dated June 22, 1988, in the original principal amount of Eight Hundred Twenty-Five Thousand Dollars (\$825,000); and
- 5. Mortgage Note dated January 23, 1992, in the original principal amount of One Million Fifty Thousand Dollars (\$1,050,000) (the aforesaid Mortgage Notes are hereinafter sometimes collectively referred to as the "Notes").
- D. Each of the Notes is secured by a mortgage on certain real estate (collectively, the "Mortgages") and by a Certificate of Deposit or Certificates of Deposit (as hereinafter defined). The Certificates of Deposit which secure the repayment of the Notes referenced in subsections C(1), C(2), C(3) and C(4) above were pledged pursuant to a Collateral Assignment of Certificate of Deposit dated of even date with each of the respective Notes, as superseded and replaced by a certain Substitution of Collateral and Pledge Agreement dated as of November 7, 1991, and the Certificates of Deposit which secure the repayment of the Note referenced in subsection C(5) above were pledged pursuant to a Hypothecation and Pledge Agreement dated as of January 23, 1992 (collectively, the "CD Collateral Assignment").
- E. Feller has requested that the Mortgagee release its security interest in the Certificates of Deposit currently pledged to the Mortgagee pursuant to the CD Collaceral Assignment.
- F. The Mortgagee has agreed to release its security interest in the Certificates of Deposit in accordance with the terms and conditions of that certain Substitution of Collecteral Agreement (the "Substitution of Collateral Agreement"), of even date herewith, by and among Virginia R. Feller, not personally, but as Trustee under the Bernard A. Feller Declaration of Trust dated August 27, 1985, Virginia R. Feller, not personally but as Trustee under the Virginia R. Feller Declaration of Trust dated August 27, 1985, Robert B. Feller, Dawn P. Feller, Barbara J. Feller and the Mortgagee.
- G. In order to induce the Mortgagee to release its security interest in the Certificates of Deposit pursuant to the Substitution of Collateral Agreement, the Mortgagor has agreed to execute this Amendment in order to provide that the Mortgage shall secure the repayment of each of the Notes and the occurrence of a default under the terms and conditions of any of the other Mortgages shall constitute a default under the Mortgage.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and for other good and valuable consideration as set forth herein, the parties hereto agree as follows:

- 1. The Mortgage is hereby amended to secure the repayment of each of the Notes with interest thereon and any renewals or extensions thereof, the payment of all other sums with interest thereon advanced in accordance with each of the Notes to protect the security of any of the Mortgages securing the Notes and the performance of the covenants and agreements of the Mortgagor contained in each of the Notes.
- 2. Upon the execution hereof, the Mortgage is hereby amended by adding the following sentence to the end of Section 8:

"In the event of the occurrence of a default under the terms and conditions of (i) that certain Mortgage, Assignment of Rents and Security Agreement dated December 14, 1987, between River Forest State Bank and Trust Company, not personally but as Trustee under Trust Agreement dated October 1, 1987 and known as Trust number 3341 and the Mortgagee; (ii) that certain Mortgage, Assignment of Rents and Security Agreement dated December 14, 1987, between River Forest State Bank and Trust Company, not personally but as Trustee under Trust Agreement dated October 1, 1987 and known as Trust Number 3340 and the that (iii) certain Mortgage, Mortgagee; Assignment of Rents and Security Agreement dated June 22, 1988, between River Forest State Bank and Trust Company, not personally but as Trustee under Trust Agreement dated January 1, 1988 and known as Trust Number 3364 (iv) that tertain and the Mortgagee; or Assignment of Secur'ty Mortgage, Rents, Agreement and Fixture Financing Statement dated January 23, 1992, between River Forest State Bank and Trust Company, not personally but as Trustee under Trust Agreement dated December 1, 1991 and known as Trust Number 3765 and the Mortgagee, such default shall constitute a default under the terms and conditions of this Mortgage."

3. Section 7 of the Mortgage is hereby deleted in its entirety and replaced with the following:

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"7. It is the intent hereof to secure payment of the Notes whether the entire amounts shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event cause the principal sum of the indebtedness, plus any interest due thereon, plus any amount or amounts that may be added to the indebtedness under the terms of this Mortgage or any of the Mortgages securing any of the Notes or any other document evidencing or securing the indebtedness evidenced by the Notes, to exceed the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000)."

- 4. All terms, provisions and conditions of the Mortgage not amended hereby are hereby confirmed.
- 5. This Amendment shall be attached to and made a part of the Mortgage.
- 6. The parties hereto verrant that the Mortgage, as amended hereby, is valid, binding and enforceable according to its terms.
- The Mortgagor executes this Amendment as trustee as 7. aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagee and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Notes, secured by the Mortgage, amended hereby, shall be construed as creating any liability on the trustee personally to pay the Notes or any interest that accrue thereon, or any indebteddess accruing hereunder or to perform any covenants either expressed or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on the Mortgage, as amended hereby, and the Notes secured lereby shall be solely against and out of the property, conveyed by enforcement of the provisions of the Mortgage, as amended hereby, and of the Notes.

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

> RIVER FOREST STATE BANK AND TRUST COMPANY not personally but solely as trustee aforesaid

By:

Its: V.P. & TRUST OFFICER

DOOP OF This Dodument is signed by Hiver Porest State Bank and Trust Company, Not individually, but solely my Trusted under Trust Agreement mentioned in said Dodument. Haid Trust Agreement is hereby made a part breefs and any claims against said Truster which may result true the significant facts recovered that he payable only what of may frust promote, which have being their breefs and represent that he payable only what of my first promote, which have been true their been any merianally. Or mentions, and may be in the large true that their first facts of any tool of the said that he can be the form of the man the payable of the said that he can be the their facts of the validity of their first that the can be sufficient to the said to make the said them and their first that the said to make the said the said that the said to the The Collins Co

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STATE OF ILLINOIS COUNTY OF C O O K EVELYN C. HOUSENGA , a Notary Public in and for aforesaid, DO HEREBY CERTIFY that said County, ANNE BAETZ in the State who is personally known to me to be V.P. & TRUST OFFICER OF RIVER FOREST STATE BANK , and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to authority, as his/her Iree and voluntary act, and as the free and voluntary act and deed of said River Forest State Bank and Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 29th day of 1993. <u>September</u> ACCEPTED and AGREED TO: SEAL OFFICIAL RIVER FOREST STATE BANK AND TRUST COMPANY EVELYN C. HOUSENGA HUTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 4/13/96 Junit Clark? Office By:

5000638.01 08/12/93 st 3:29pm

Its:

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EXHIBIT A

LEGAL DESCRIPTION

THE SOUTH 68.6 FEET (EXCEPT THE EAST 320 FEET) OF BLOCK 32 IN RAILROAD ADDITION TO HARLEM, IN SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 228 DesPlaines Avenue, Forest Park, Illinois.

P.I.N. 15-12-430-004
15-12-430-005

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