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This instrument prepared by:

This space is for the recorder only

Mark N. Mathias
Comerica Bank-Illinois
Legal Department
8700 North Waukegan Road
Suite 228
Morton Grove, Illinois 60053

93987609

After Recording, return by mail to:

Marla T. Esparza
Comerica Bank-Illinois
8700 North Waukegan Road
Morton Grove, Illinois 60053



DEPT-01 RECORDING \$27.50
T#1111 TRAN 3725 12/03/93 11:33:00
#5612 * -93-987609
COOK COUNTY RECORDER



Comerica Bank-Illinois

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SECOND AMENDMENT OF MORTGAGE AGREEMENT

This Second Amendment of Mortgage Agreement (the "Agreement") is made as of November 23rd, 1993 by and between STEVEN T. SIMS, a married/single man, of 1402 West Washington, Evanston, Illinois 60202 (the "Mortgagor") and COMERICA BANK-ILLINOIS, an Illinois banking corporation, with offices located at 4747 West Dempster, Skokie, Illinois 60067 (the "Mortgagee").

Recitals of Facts

A. The Agreement concerns various interests in real property legally described as follows:

Lot 9 in Block 8 in Pinter & Sons Second Addition to South Evanston, in the east half of section 24, township 41 north, range 13, east of the third principal meridian, in Cook County, Illinois;

P.I.N. 10-24-407-004;

c/k/a 1402 Washington, Evanston, Illinois 60202 (the "Property");

2750
[Signature]

R12-135

11/23/93

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OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY
100 W. WASHINGTON ST. CHICAGO, IL 60601

RECEIVED

Property of Cook County Clerk's Office

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

- B. Greenwich Capital Financial Inc. was a mortgagee under a certain mortgage of the Property dated May 1, 1992, made by NBD Trust Company of Illinois, as Trustee under Trust #4202AH as security for a loan in the amount of One Hundred Fifty Three Thousand Dollars (\$153,000.00), which mortgage was recorded on May 7, 1992 with the Recorders Office for the County of Cook as Document No. 92-311219;
- C. Greenwich Capital Financial Inc. assigned its interest in the mortgage immediately described above to BancBoston Mortgage Corporation by agreement, which assignment was recorded on September 2, 1992 with the Recorders Office for the County of Cook as Document No. 92-653538;
- D. NBD Trust Company of Illinois, as Trustee under Trust #4202AH executed a second mortgage of the Property dated April 27, 1993, as security for indebtedness extended by the Mortgagee to Steven Sims Imports, Inc., described as follows:
1. Promissory Note dated January 13, 1992 made in the principal amount of Two Hundred Thousand Dollars (\$200,000.00) by Steven Sims Imports, Inc., payable to the Mortgagee on demand, with interest accruing against the principal balance outstanding from time to time at the per annum rate of .75% above the Mortgagee's prime rate until demand is made, and then at the per annum rate of 6% above the Mortgagee's prime rate until all principal and interest due thereunder is repaid in full; 93987609
 2. Promissory Note dated March 10, 1993 made in the principal amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) by Steven Sims Imports, Inc., payable to the Mortgagee on demand, with interest accruing against the principal balance outstanding from time to time at the per annum rate of .75% above the Mortgagee's prime rate until demand is made, and then at the per annum rate of 6% above the Mortgagee's prime rate until all principal and interest due thereunder is repaid in full;
- which second mortgage was recorded on May 17, 1993, with the Recorders Office for Cook County as Document No. 93-370306;
- E. On October 27, 1993, NBD Trust Company of Illinois was directed pursuant to a "Direction to Convey" to execute and deliver to the Mortgagor a Trustee's Deed for the Property;
- F. The Mortgagor desired to repay the indebtedness due and owing to BancBoston Mortgage Corporation with a loan from William Block and Company, Inc., an Illinois corporation ("Block") in the amount of One Hundred Sixty Thousand Dollars (\$160,000.00) (the "Block Indebtedness");

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

EXHIBIT

This document is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Clerk of Cook County, Illinois

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- G. Block was willing to extend this loan to the Mortgagor so long as Block had a priority mortgagee's interest in the Property and that the amount of all indebtedness secured by the Property at the time Block extend credit and immediately thereafter did not exceed \$292,500.00;
- H. The Mortgagor requested that the Mortgagee accommodate and assist him by (1) amending the Mortgagee's second mortgage to secure no more than \$132,500 of indebtedness due to the Mortgagee by Steven Sims Imports, Inc., and (2) subordinating the Mortgagee's second mortgage entirely to the mortgage interest to be granted and conveyed to Block;
- I. The Mortgagee did so accommodate the Mortgagee by entering into an Amendment and Subordination of Mortgage Agreement dated November __, 1993 by and among the Mortgagee, the Mortgagor and Block; and
- J. In order to induce the Mortgagee to accommodate the Mortgagor and as a condition subsequent to the Mortgagee's accommodation to the Mortgagor, the Mortgagor agreed to amend the Second Mortgage so that the indebtedness of Steven Sims Imports, Inc. originally secured by the Property would be secured again in full and not just to the extent of \$132,500.

Now, therefore, based on the Recitals of Fact, which are incorporated by reference into this Agreement and accepted as true and accurate, and for other valuable consideration, the Mortgagee and the Mortgagor agree as follows:

1. The Second Mortgage dated April 27, 1993 and recorded on May 17, 1993 as Document No. 93-370306 is restated in full, as originally written and without modification as between the Mortgagee and the Mortgagor and secures the indebtedness as described in Paragraph C above in the aggregate amount of \$425,000.00.
2. This Amendment supersedes and completely nullifies paragraph 1 of the Amendment and Subordination of Mortgage Agreement, but does not effect the Mortgagee's subordination of lien position to Block.

This Agreement has been executed as of the date first written above.

COMERICA BANK-ILLINOIS

By: 
Its: Commercial Loan Officer


STEVEN T. SIMS

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

Deputy Clerk of the Court

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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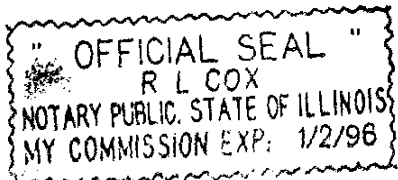
State of Illinois) ss.

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County of Cook)

The foregoing instrument was acknowledged before me this 23 day of November, 1993, by Michael Golden, the Commercial Loan Officer of Comerica Bank-Illinois, an Illinois banking corporation, on behalf of said entity.

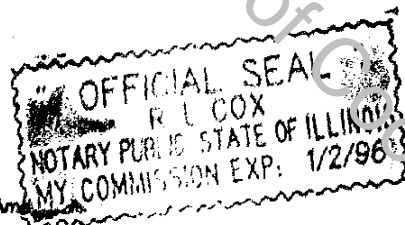


Notary's Signature: [Signature]
Notary Public, Cook County, Illinois

State of Illinois) ss.

County of Cook)

The foregoing instrument was acknowledged before me this 26 day of November, 1993 by Steven T. Sims.



Notary's Signature: [Signature]
Notary Public, Cook County, Illinois

c:\Sims.Am

Cook County Clerk's Office

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TO WHOM IT MAY CONCERN: I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Clerk of the Board of Supervisors of Cook County, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Board of Supervisors at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Board of Supervisors

TO WHOM IT MAY CONCERN: I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Clerk of the Board of Supervisors of Cook County, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Board of Supervisors at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Board of Supervisors

Property of Cook County Clerk's Office