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AMENDMENT NO. 1 TO SECOND MORTGAGE - AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 63263

Amendment No. 1 to Second Mortgage dated as of November 15, 1992, is made by American National Bank Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated January 8, 1985 and known as Trust No. 63263 ("Mortgagor") in favor of National Security Bank of Chicago ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and hereby made a part hereof. T#0011 TRAN 7517 03/10/93 09:14:00

PREAMBLE:

\$6167 \$ \*-93-17921Q COOK COUNTY RECORDER

Mortgagor have to Mortgagee that certain Mortgage dated November 15, 1939, which was recorded on November 20, 1989 in the office of the Cool County Recorder of Deeds as Document No. 89552765 (the "Mortgage"). Mortgagor and the owner of the beneficial intenest to and to Mortgagor (such owner of such beneficial interest shall sometimes be referred to as the "Beneficiary") have requested Mortgagee to extend until May 14, 1993 the existing financing from Mortgagee with respect to the real estate commonly known 33 904 West Blackhawk, Chicago, Illinois. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment Mortgagor agrees as follows:

1. The recital and the first paragraph to the Mortgage are amended to read as follows:

> "That, whereas, American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated October 27, 1989 and known as Trust No. 109490-06 and 2108 West Walnut Street Partnership (collectively, "Borrower") are justly indebted to Mortgagee upon a Mortgage Note dated November 15, 1989, as amended the date of Amendment No. 1 to this Mortgage (said note, as amended, and as may from time to time be further amended, modified, substituted, restated, renewed or extended, shall hereinafter be referred to as either the "Mortgage Note" or the "note") in the principal amount of One Million Fifty Thousand and no/100 Dollars (\$1,050,000.00) (said sum as may be renewed, extended,

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increased or decreased shall be sometimes referred to as the "Loan"), made payable to the order of Mortgagee and delivered to Mortgagee, in and by which said note, Borrower promises to pay the principal sum of \$1,050,000.00 and interest, at the rates as provided in said Note; with a final payment of the balance due on May 14, 1993, as may be extended by Mortgagee from time to time, and all of said principal and interest are made payable at such place as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the National Security Bank of Chicago, 1030 West Chicago Avenue, Chicago, Illinois 60622; and

Whereas, as security for the repayment of the note, including, but not limited to, any and all extensions, amendments, modifications, substitutions, restatements and renewals of the note, payment and performance of all other indebtedness obligations and liabilities of Borrower to Mortgagee and payment and performance of any and all indebtedness, obligations and liabilities of Mortgagor and/or any one or more of the owners of the beneficial interest in and to Mortgagor to Mortgagee, howsoever created, arising, or evidenced and whether now existing or hereafter arising (all of the indebtedness, liabilities and obligations referenced in this recital shall be collectively referred to as the "Obligations"), Mortgagor has agreed to execute and deliver to Mortgagee this Mortgage (the "Mortgage").

NOW, THEREFORE, Mortgagor, to secure the payment and performance of the Obligations, including, but not limited to, the payment of the principal sum of money and interest described in the note, all in accordance with the terms, provisions and limitations of this Mortgage, and of the note secured hereby, and the performance of the covenants, agreements herein contained, by Mortgagor to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presences MORTGAGE, CONVEY and TRANSFER unto Mortgagee, its successors and

lcoreased or decreased shall be senections referred to as the "Loan"), water parable to of biroviteb ban espegaroM do rebuo edd Mortgage, in and by which enid mann, Bosrowar promises to pay the principal and of te angur eds in ,daorgumi bas 00.000.000,14 provided in said Note, with a final payment of the balance due of May 14, 1095. As may be extended by Marrgagea from while to them. and alter was measured but indicating blee in its payable at ruck place as the helder to note may, from time to time, in whichng appoint, and is absence of cuch appointment, then at the office of the Marianal Bacurry Bank of Chicago, 1030 West Chicago Avenue. Chicago, Tllinois F0620: and Chicago, Illinois 60622; and

Whereas, as security for the regayweed to note, including, but not limited to all extendious, amendments, moderate una, to allowouth ins a toementament, and blutiledue the mote, previount and perconnected of all other, indeblodsess, obligative und bus supertrol at aswerred is animiliately payment and periodmance if the and sat indebtedness, obligation, and ladativity of Moregagor and/or any over or core of the on his at its vietta tated baned of accord Mortgagor to Mortgages, however created. erising or svincoed and washes now emin to line galains replacated no paisting indebroduess, limithicies and objects our referenced in this recipal shall be collectively referred to an the of beares and depaytroN [I"anol.agildO" execute and deliver to Merragges this Mortgage (the "Mortgage").

NOW, THEREFORE, Mortgagor, to secure the payment and performance of the Chilgations, including, but not limited to, the principal sum of money and interest of described in the note of money and interest the terms, provisions and animal and animal the terms, provisions and animal animal animal the performance of the note escuted hereby, and the performed, by Mortgagor to be bestormed, and also in consideration of the performed, and also in consideration of the sum of One Dollar (\$1.60) in hand paid, ine seceipt whereof is bereby acknowledged, does by these presences MORTGAGE, CONVEY and TRAMSFER unto Mortgagee, its successors and

assigns, the following described real estate and all of its estate, right, title and interest therein, lying and being in the City of Chicago, County of Cook and State of Illinois, to-wit:

(See attached legal description)

which is commonly known as 904 West Blackhawk, Illinois and which, with the property hereinafter described, is referred to herein as the "premises"."

- 2. All references to the "note" in the Mortgage shall be redefined to mean the "note" as defined in the Mortgage, as amended by this Amendment.
- 3. All references to the "Mortgage" in the Mortgage shall be redefined to man the "Mortgage" as amended by this Amendment.
- 4. In all other tespects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.
- This Amendment No. 1 to Nortgage is executed by Mortgagor, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on Mortgagor as Trustee as aforesaid, or on Mortgagor personally, to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereurer, or to perform any covenant either express or implied herein contained, all such liability on Mortgagor, if any, being expressly waived by Mortgagee and by every person now or hereafter clauning any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Mortgagor as Trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) the Beneficiaries and their successors and assigns. So far as the Mortgagor, as Trustee as aforesaid, and its successors, and the Mortgagor, personally, are concerned, Mortgagee and the holder or holders of the note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the note provided, or by action to enforce the personal liability of any guarantor or comaker.

apsigns, the fullowing describer real estato and all of its estate, right, title and laterate in the City of Chicago, County of Cook and State of Illinois, to-wat:

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which is dominally known as 504 West Wistorbard, Itliants and which with the property hereinather documbed, is refusion to herein as refusion to herein as refusion to herein as results. "

- 17. All peferences to the "note" in the Mortgage shift be redefined to sean the "note" as defined in the Mortgage as "amended by this Amendment.
- 2. All references to the 'Mortgage' in the interpose shall be redefined to mean the 'Mortgage' sa smended by this Amendment.
- 4. In all other respects, the Moreges A hereby estated, realised and incorporated herein, the constituted and incorporated herein, the constitute accept as specifically set forth herein to the constrain all terms defined in the Mortgage should have the rame many by herein as therein.
- 5., This amendment No. 1 to Martgage is executed by Mortgagor, don personally but as Tructed as aformate. In the error erof se of that in it are such Trustee, and it is explayably understood had egreed that yas palassas en legalizado ed ligaz benisados disase palaisa regisperioù no de la langer en au esusuri se sonsprou de votiiidsii personalig et pay thi dive er any orterre et his say arrend bhereon, or any intelesseness accross, becennier, or to partrun any coverant sittes express or implied to elected and elected and thability on Mort, agor, if may, being supraming warned in Mortgagae and in every person now or bereather theiming only origh: oz spourity i ereander. Bach and olt of the reconstantions. waterstand or vecante, anderradicage and accommended by the Portgagor to Trustee as aforesaid are made during purpour of binding paid shall be enforceable advance; the eresticianies and Circles encosesors and assigned. So the encircle Mechagost to Trusted as aforesaid, and his successors, and her Marky wor, per senally, are concerned, Mortgagee and the subject or holders of ganting of research reliabled and the abbandanti memore eat the edical end and breaking adenot are using odd or visios Fool lishe rebansaed the payment thereof, by the enforcement of the class hardry oreated, in the manner herein and in the note provided, or by action to enforce the personal hashiller of any carrentes or ac-.TESKEM

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

> AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under that certain Trust Agreement dated January 8, 1985 and known as Trust No. )63263

> > TRUST OFFICER

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ATTEST:

Grapoly S. Kaepizyk

ASSISTAND SECRETARY DOCOOL COUNTY CONTECTOR

IN WITHESS WHEREOF, this Amendment has been executed on of the date thist above written.

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This Instrument was observed by and when recorded mill to:

Steven Bright, Esq. Boehm & Pearlstein, Ltd. 33 North LaSalle Street 35th Floor Chicago, Illinois 60602

#### Common Street Address:

904 West Plackhawk Chicago, Illinois

Or Colling Colling Colling Real Estate Index Nos.:

17-05-213-008 17-05-213-009

This Instrument was fosebared by and when recorded held be:

Steven Bright, Req. Roams & Pearletain, Little 33 Worth Dasulle Street Bach Phoor Chicago, Tiliacde 60502

Common Street Address:

Property of Cook Colling Clark's Office 904 West Blackhawk Chicago, Illinois .

Real Estate Index Mos.:

17-05-213-008 22-05-223-609

STATE OF ILLINOIS)

> SS
COUNTY OF C O O K)

I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Anita M. Luthua TRUST OFFICERISTON Vice President, and Gregory S. Kasprzyk ASSISTANT SECRETARY, of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Americant) vice President and ASSISTANT SECRETARY respectively, appeared before me this dry in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said TRUST OFFICEN did also then and there acknowledge that he as custodian of the corporate seal of said Bank, did affix said corporate seal of said Bank to said instrument as held own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

"OFFICIAL SEAL"

My Commission Expires:

[SEAL]

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Notary Public State of Illinois My Commission Expires 11/24/96

STATE OF INCINOIS)
(COUNTY OF C O O S)

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EXHIBIT

Proportion or Cook Country Clarks Office

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