

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

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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.

DEPT-11 RECORD.T \$33.50  
T#0011 TRAN 7517 03/10/93 09:14:00

P R E A M B L E : \$6167.4 \*-93-179210  
COOK COUNTY RECORDER

Mortgagor gave to Mortgagee that certain Mortgage dated November 15, 1989, which was recorded on November 20, 1989 in the office of the Cook County Recorder of Deeds as Document No. 89552765 (the "Mortgage"). Mortgagor and the owner of the beneficial interest in and to Mortgage (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 as 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 of 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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U.S. DEPARTMENT OF JUSTICE

MEMORANDUM FOR THE ATTORNEY GENERAL  
SUBJECT: [Illegible]

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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

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increased or decreased shall be considered referred to as the "loan", and payable to the order of Mortgagee and delivered to Mortgagee, in and by which said loan is borrowed, to pay the principal sum of \$1,000.00 and interest, at the rate as provided in said Note; with a final payment of the balance due on May 14, 1934, as may be extended by Mortgagee from time to time, and all of said principal and interest are 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 loan, including, but not limited to, the all existing, amendments, modifications, substitutions, replacements and additions to the note, payment and performance of all other indebtedness, obligations and liabilities of Borrower, as Mortgagee and payment and performance of all other indebtedness, obligations and liabilities of Mortgagee and/or any one or more of the owners of the beneficial interest in and to Mortgagee to Mortgagee, however created, arising or existing and whether now existing or hereafter arising, all of the indebtedness, liabilities and claims on referred to in this recital shall be collectively referred to as the "Obligations"; Mortgagee has agreed to execute and deliver to Mortgagee this Mortgage (the "Mortgage").

NOW, THEREFORE, Mortgagee, as security for the payment and performance of the Obligations, including, but not limited to, the payment of the principal sum of money and interest described in this note, all in accordance with the terms, provisions and conditions of this Mortgage, and of the note secured hereby, and the performance of the covenants, conditions herein contained, by Mortgagee 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 presents MORTGAGE, CONVEY and TRANSFER unto Mortgagee, the execution and

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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 mean the "Mortgage" as amended by this Amendment.

4. In all other respects, 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.

5. This Amendment No. 1 to Mortgage 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 hereunder, 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 claiming 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 co-maker.

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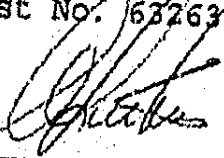
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IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

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

ATTEST:

By:  **Gregory S. Kacprzyk**  
~~ASSISTANT SECRETARY~~  
Its: \_\_\_\_\_

By:  **Anita M. Lutkus**  
~~TRUST OFFICER~~  
Title: \_\_\_\_\_

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Amendment has been executed on the date stated above written.

TESTED AND FOUND TRUE AND CORRECT BY ME, CLERK OF SAID COUNTY, ON THIS DAY OF 1900.

Witness my hand and seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1900.

Notary Public for Cook County, Illinois  
My Commission Expires \_\_\_\_\_

Property of Cook County Clerk's Office

33-100-700



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This instrument was prepared by  
and when recorded mail to:

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

Common Street Address:

904 West Blackhawk  
Chicago, Illinois

Real Estate Index Nos.:

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

Property of Cook County Clerk's Office

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This instrument was prepared by  
and when recorded will be:

Steven Wright, Esq.  
Boone & Associates, Ltd.  
33 North LaSalle Street  
15th Floor  
Chicago, Illinois 60602

Common Street Address:

304 West Madison  
Chicago, Illinois

Real Estate Index No.:

17-02-213-008  
17-02-213-009

Property of Cook County Clerk's Office

17-02-213-008

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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. Lukusa TRUST OFFICER (Assistant) 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 TRUST OFFICER Vice President and ASSISTANT SECRETARY, respectively, appeared before me this day 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 OFFICER 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 her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8<sup>th</sup> day of February, A.D., 1992.

Laura Kumingo  
NOTARY PUBLIC

My Commission Expires:

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STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County  
in the State aforesaid, DO HEREBY CERTIFY THAT HERBERT C. ...  
... Vice President, and ...  
of American National Bank and Trust Company of Chicago,  
generally known to me to be the same persons who appear in  
subscribed to the foregoing instrument as such, and that  
President and ...  
this day 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 purposes  
therein set forth, and said ... and said ...  
then and there acknowledged that he as authorized officer and  
agent of said Bank did affix said corporate seal to said  
said instrument as his own free and voluntary act and in the  
free and voluntary act of said Bank for the purposes  
therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_  
A.D., 1932.

Notary Public  
Herbert C. ...  
Chicago, Ill.

My Commission Expires \_\_\_\_\_

(In A. S.)

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LOTS 28 TO 35 BOTH INCLUSIVE IN YALES RESUBDIVISION OF BLOCK 45 IN ELSTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT     A



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THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY ADOPTED THE FOLLOWING RESOLUTION:

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