

93190170

AMENDMENT NO. 1 TO MORTGAGE AND SECURITY AGREEMENT - AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 109244-05

Amendment No. 1 to Mortgage dated as of March 10, 1993, is made by American National Bank and Trust Company of Chicago, not individually, but solely as Trustee under that certain Trust Agreement dated October 12, 1989, and known as Trust No. 109244-05 (the "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. OF RECORDING 527.50
143333 TRAN 0371 03/12/93 14:53:00
#0429 *--93-190170
COOK COUNTY RECORDER

P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage dated February 5, 1993, which was recorded on February 8, 1993 in the office of the Cook County Recorder of Deeds as Document No. 93103206 (the "Mortgage"). Due to a scrivener's error, the Mortgage was incorrectly dated February 5, 1993. The Mortgage should have been dated January 14, 1993. The parties have agreed to amend the date of the Mortgage to be January 14, 1993.

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 date of the Mortgage is amended to read January 14, 1993.
2. All references to the "Mortgage" in the Mortgage shall be redefined to mean the "Mortgage" as amended by this Amendment.
3. 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.
4. 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

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27.50
[Signature]

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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 Guarantors 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.

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, N.A. not individually, but solely as Trustee under that certain Trust Agreement dated October 12, 1989 and known as Trust No. 109244-05

ATTEST:

By: [Signature]
Its: ASST SECY

By: [Signature]
Title: TRUSTEE



This Instrument was prepared by and when recorded mail to:

Steven Bright, Esq.
Boehm & Pearlstein, Ltd.
33 North LaSalle Street
22nd Floor
Chicago, Illinois 60602

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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 P. JOHANSEN (Assistant) Vice President, and Gregory S. Kasprzyk, ASSISTANT SECRETARY, of American National Bank and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) 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 ASSISTANT SECRETARY 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 own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

MAR 1 1 1993

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D., 1992.

L. M. Novinska

 NOTARY PUBLIC

My Commission Expires:

_____ [S E A L]



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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL STREET
CHICAGO, IL 60602
TEL: (773) 399-3000
WWW.COOKCOUNTYCLERK.COM

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LOT 1 IN STONE'S SUBDIVISION OF LOTS 19 TO 24, BOTH INCLUSIVE, IN BLOCK 1
IN THOMPSON'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1500 North Rockwell Street, Chicago, Illinois

P.I.N.: 16-01-203-042

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EXHIBIT

A

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