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

Amendment No. 1 to 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.

#### PREAMBLE:

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.
89552764 (the "Mortgage"). Mortgagor and the owner of the
beneficial interest in and to Mortgagor (such owner of such
beneficial interest shall cometimes be referred to as the
"Beneficiary") have requested Mortgagee to both modify and extend
until November 15, 1997 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, Mortgager 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, Mortgagor is justly indebted to Mortgagee upon a Mortgage Note dated November 15, 1989, as modified by that certain Loan Modification Agreement dated June 1, 1991 and 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 original principal amount of Five Hundred Seventy Thousand Dollars (\$570,000.00) (said sum as may be renewed, extended, increased or decreased shall be sometimes referred to as the "Loan"), made payable to the order of Mortgagee and delivered to Mortgagee, in and

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by which said note, Mortgagor promises to pay the principal sum of \$570,000.00 and interest, at the rates as provided in said Note; with a final payment of the balance due on November 15, 1997, 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, Tlinois 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 and payment and performance of all other indettedness, 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 Las 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 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 actached legal description)

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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.
- This Amendment No. 1 to Mortgage is executed by 5. 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 whustee as aforesaid, or on Mortgagor personally, to pay the note or any interest that may accrue thereon, or any indebtedness according 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 nereafter 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 Murtgagor, 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 convoyed 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.

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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:

Its: Anita d. Lutkus

ASSISTANT (CORETARY

Зу

Title:

. W. WHELLIN

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This Instrument was prepared by and when recorded mail to:

Steven Bright, Esq. Bookm & Pearlstein, Ltd. 33 North LaSalle Street 38th Floor Chicago, Ellinois 60602

Common Street Address:

904 West Blackhawk Chicago, Illirois

Or Coot County Clart's Office Real Estate Index Nos.:

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

BOX 333

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STATE OF ILLINOIS)
SS.
COUNTY OF C O C K)

I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT

(Assistant) Vice President, and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Vice President and ASSISTANT VICE President and ASSISTANT VICE President and ASSISTANT VICE President and ASSISTANT VICE President 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 STUREDAM 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.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of

NOTARY PUBLIC

My Commission Expires:

"OFFICIAL SEAL"
PAMELA ANN CSIKOS
Notary Public, State of Illinois
My Commission Expires \$71/96

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