amenument to MORIGAGE 3 I wand between Bank of THIS AMENDMENT made this Chicago*, not personally, but as Trustee u/t/a dated 8/2/90 and known as Trust No. 90-8-2 (hereinafter referred as "Mortgagor") and Bank of Chicago* hereinafter referred to as "Mortgageell) & Charlet (Enthewise) (Albertes ten information about 1981 and all the train is propertied WITNESSETH: ... sector six of politic con olds unother WHEREAS, the Mortgagee is the holder and owner of a certain Mortgage (hereinafter) 133-133 referred to as the "Mortgage") securing a Secured Business Note hereinafter referred to as all its the "Note") in the original principal sum of <u>Six Hundred Thousand and 00/100</u>
(\$600,000.00) from the Mortgagor dated <u>08/06/90</u> payable to the order of the Mortgagee; and WHEREAS, the Mortgage, Assignment of Rents and Security Agreement was recorded , 19 90 with the Recorder of Deeds of Cook County, Illinois as 0383011 and conveyed the real estate described below: document No. 90383011 LOT 6 AND THE NORTH 20 FEET OF LOT 7 IN BLOCK 2 IN GEORGE SMITH'S ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 17 TO 22 OF ASSESSOR'S DIVISION OF THE SOUTH WEST FRACTIONAL (1/4: OF C. 1884) SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DEPT-01 RECORDING \$25%9 Street Address: 2001 S. Wabash Ave., Chicago IL T#8888 TRAN 6234 94/27/93 12:35:00 HIRTER BURGARDON LINE HERETHINE P.I.N. 17-22-312-001-0700 #2812 # #-- 93--310589 WHEREAS, the Note has been modified pursuant to a Note Modification Agreement amending 1972 the maturity date of the work to n/a. WHEREAS, the Note has been modified pursuant to a Note Modification Agreement changing the interest rate of the Note to 3.75% per annum prior to maturity, and after maturity or default at the fixed rate of 12.75% per annum; and the side of the fixed rate of 12.75% per annum; and the side of the fixed rate of 12.75% per annum; and the side of the fixed rate of the fixed rate of 12.75% per annum; and the side of the fixed rate of the fixed rate of 12.75% per annum; and the side of the fixed rate of the fixed r icomo to me to be the time person(s) where in summer in summer to at the time imperior, include mean WHEREAS, the Note has been modified pursuant to a Note Modification Agreement changing a true the default interest rate on the note as follows: we are perceived bere come odd not alos variation Interest shall accrue at a rate equal to was per annum above the Prime Rate as identified. by the Lender from time to time as its Prim: Rate(the "Default Rate") provided however, that at no time shall the Default Rate be less than n/a & per annum. The Default Rate shall change on the same date that the Prime Rate changed unless a change in the Prime Rate would cause the Default Rate to become less than n/a t per annum. The Prime Rate is one of the Bank's index rate and merely serves as a basis undar which effective rates of interest are calculated for loans making reference thereof and may not be the lowest or best rate at which the Bank calculates interest or extends credit. WHEREAS, the Note has been modified pursuant to a Note Maification Agreement mamending Gradu. the monthly payment amount of the Note to \$ n/a TOLO SO YEARNO NOW THEREFORE, in consideration of Ten and no/100 Dollars(\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, Mortgagee and Mortgagor agree as To gradiences - Selly 1991 - 1991 - Labor follows: were the transfer and set on the columns of 1. The Maturity Date of the Note as reflected on the Mortgage is here by changed to venimber and and average and vorgance y set or the corporation, the tan order each ... control to 2. The Interest Rate of the Note as reflected on the Mortgage is hereby changed to 8.75% per annum prior to maturity, and after maturity or default at the rivel rate of monitor 12.75% per annum. 3. The Default Interest Rate of the Note as reflected on the Mortgage is hereby changed to the following: Secretary granters ्रकार्य वृक्ष्या स्थानेकाले हाल हरे पूर्व 📜 Interest shall accrue at a rate equal to n/a % per annum above the Prime Rate as identified by the Lender from time to time as its Prime Rate(the "Default Rate") provided however, that at no time shall the Default Rate be less than n/a % per annum. The Default Rate shall change on the same date that the Prime Rate changed unless a change in the Prime Rate would cause the Default Rate to become less than n/a & percannum. The Prime Rate is all and one of the Bank's index rates and merely serves as a basis under which effective rates of interest are calculated for loans making reference thereof and may not be the lowest or best rate at which the Bank calculates interest or extends credit. tyd benegray fina na aminderi billl SUPERIOR OF THEFT 4. The monthly payment amount of the Note as reflected on the Mortgage is hereby amended to <u>\$ n/a</u>. 5. The mortgagee has consented to the contract sale of the premises only under Articles of Agreement. All other terms, provisions and conditions of the Mortgage modified are

hereby confirmed.

(continued on reverse side)

UNDER ON MARKATION OF YEAR ON THE PROPERTY OF THE PROPERTY OF

- 6.9 This Agreement shall be attached to and made a part of the Mortgage. The first teached to and made a part of the Mortgage. The first teached to and made a part of the Mortgage.
- 7. Mortgagor warrants that the Mortgage, as modified hereby, is valid, binding and replaced enforceable according to its terms.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written. EXONERATION PROVISION RESTRICTING ANY LIAIBLITY OF THE BANK OF CHICAGO IS ATTACHED AS EXHIBIT "A" AND IS HEREBY EXPRESSLY MADE A PART HEREOF DUTY BUT OF CHICAGO, NOT PERSONALLY, but as The Charle of State of the Stat Trustee u/t/a dated 8/2/90 and known as Trust_No. 90-8-2 or of a commence of the survey of the contract of the contract of the contract of Attest: Xssistant ACTION AND A STREET CONTROL OF A STREET OF THE STREET OF T ACCEPTED: 医动脉切除术 电自然分析 经外租的债务 动手摇嘴的 人名斯克德 外籍 网络斯特特斯 恐怖 BANK OF CHICAGO* 2007 MTE OF ILLINOIS THE COMMISSION COMES STREETHER OF ARREST COMES, 148 SPECIAL enangan arabadi nok 40.00 三相环境所括据所以到外原则原则是"关"。经"美",既 INDIVIDUAL ACKNOWLEDGMENT STATE OF ILLINOIS) SS. giftered about a cit promoner, besttiere no de voil obee out elektristerier 🗀 LAND BURGER OF THE STATE WHEN THE STATE OF T COUNTY OF COOK or transport design of the latter trial source on amanual section as at each terminal with the state with the state with the undersigned to, a Potary Public in and for the said County, in the State with the aforesaid, DO CERTIFY that before me this day personally appeared known to me to be the same person(s) whose name is subscribed to the foregoing instrument and acknowledges that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth. The belief or salve street with each belief Given under my hand and notarial seal this way of the same of the r in silvert in a market silver element of the silvert in a second by the silvert in the silvert silvert of th The silvert in My Commission Expires: Standard and a second responsible and the second res CORPORATE ACKNOWLEDS AFTER DESCRIPTION DESCRIPTION AND ASSESSMENT AND ASSESSMENT AND ASSESSMENT ASS STATE OF ILLINOIS) BARROW ADDITION (LIPED TO BE OF DATE ADDITION OF THE BOOK OF THE ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION ORGANIZATION ORGAN COUNTY OF COOK Tropic is not pick to the restrict over the court bear from the March and Control of the State of the ANNOUNCES the undersigned , a Notary Public in and for the said County, in the State of health. aforesaid, DO CERTIFY that before me this day personally appeared RCEMARIE J BARAN and JUNE A. NOVOTNY known to me to be the Land Trust Officer and ASS'T VICE PRES XEMOMETRIC OF BANK OF CHICAGO , a corporation, and acknowledged that he signed and delivered the said instrument as his own free and purposes therein set forth. GASTLERAM ASSESSED A D 1993 (3) 30 (4) (4) Given under my hand and notarial seal this 19th day of April 13 Hary ann Book Wagner La Sin OFFICIAL SEAL!"_{ <u>zi</u>ndîsa refi ... THOU ANN NO WE TO COME AND NO WE SHARE WE WAS TO COME STORY EXPLANATION EXPLAN Notary Public THE PROPERTY OF THE PARTY WILLIAM CRIMISSION EXPLIES: 1 JAW MISSION EXHIBES 5/5/93 . With the properties of the proper Bank of Chicago f/k/a Bank of Chicago/Garfield Ridge f/k/a Garfield Ridge Trust & house with a laur Saak dakkabalid Therebook seminary as gettilding betalled and executive tre-The group of the explicit with the Enter and super-charge was the company of the second control of the seco This instrument was prepared by: Bank of Chicago*

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THIS RIDER IS ATTACHED TO AND MADE PART OF BANK OF CHICAGO'S AMENDMENT TO MORTGAGE DATED FEBRUARY 25, 1993 REGARDING BANK OF CHICAGO'S TRUST \$90-8-2 AND DATED 8-2-90.

This Document is signed by BANK OF CHICAGO, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustre shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO. the Ook This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO as Trustee.

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