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AMENDMENT TO MORTGAGE

DEPT-01 RECORDING \$33.00
T00012 TRAN 1915 09/04/96 12:46:00
45412 ÷ CG *-96-675241
COOK COUNTY RECORDER

⑤ TP P2 7577225

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This AMENDMENT TO MORTGAGE (hereinafter referred to as this "Amendment") is made as of August 19, 1996, by and between PIONEER BANK & TRUST COMPANY, not personally but solely as TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 13, 1994 AND KNOWN AS TRUST NUMBER 25917 ("Mortgagor") and PIONEER BANK & TRUST COMPANY, an Illinois state banking association ("Mortgagee"). All capitalized terms which are not defined hereunder shall have the same meanings herein as set forth in the Mortgage (as defined below).

WITNESSETH:

WHEREAS, Mortgagor conveyed to Mortgagee a mortgage lien on the real estate in Cook County, Illinois described in Exhibit A attached hereto and made a part hereof (the "Real Estate") pursuant to a mortgage dated September 13, 1994 and recorded with the Cook County Recorder of Deeds on September 20, 1994 as document number 94820871 (the "Mortgage"); and

WHEREAS, on or about August 29, 1996, the parties hereto along with other parties amended various loan documents relating to multiple credit facilities from Mortgagee to Mortgagor and other parties pursuant to and in accordance with the terms of that certain Modification of Loan Documents dated August 29, 1996,

WHEREAS, pursuant to the terms of the Modification of Loan Documents, the terms of the present Mortgage are to be modified as set forth herein;

NOW THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

CTETCO

BOX 333-CTI

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1. **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **AMENDMENT OF THE MORTGAGE.** The Mortgage is hereby amended as follows:

2.1 The first paragraph of the Mortgage, wherein the indebtedness secured by the Mortgage is recited, is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

THIS MORTGAGE ("Security Instrument") is given on September 16, 1994. The Mortgagor is Pioneer Bank & Trust Company, not personally, but as Trustee U/T/A dated 9/13/94, known as Trust #25917 ("Borrower"). This Security Instrument is given to Pioneer Bank & Trust Company which is organized and existing under the laws of the State of Illinois, and whose address is 4000 W. North Avenue, Chicago, Illinois 60639 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Fifty Two Thousand and 00/100 Dollars (U.S. \$252,000.00) pursuant to the terms of Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 1999. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note with interest, and all renewals, extensions and modifications thereof; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) Additional Secured Indebtedness. Pursuant to the terms of that certain Modification of Loan Documents (together with any amendments, modifications, renewals or extensions thereof or substitutions therefor, the "Modification Agreement") of even date herewith, Lender is granted a security interest in the collateral specified therein as security for loans and advances (the "Loans") extended by Lender to (1) Richard A. Sharfstein and Joan Sharfstein; and (2) Jeffrey Sharfstein, said Loans including, but not being limited to loans pursuant to (a) that certain Business Note (the "RJS Term Note") dated December 31, 1993 and executed by Richard A. Sharfstein and Joan Sharfstein in the original principal amount of Three Hundred Eighty Thousand and No/100 Dollars (\$380,000.00), (b) that certain Secured Revolving Business Note (the "Revolving Note") dated of even date herewith and executed by Richard A. Sharfstein and Joan Sharfstein in the maximum outstanding principal amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00), (c) that certain Business Note (the "Business Note") dated December 31, 1993 executed by Jeffrey Sharfstein in the original principal amount of Sixty Thousand and No/100 Dollars (\$60,000.00), (d) and that certain Mortgage Note (the "Mortgage Note") dated August 29, 1996 executed by Pioneer Bank and Trust Company, as Trustee under Trust Agreement dated March 1, 1996 and known as Trust Number 26097 in the original principal amount of Two Million Sixteen Thousand and No/100 Dollars (\$2,016,000.00) (the Note, the RJS Term Note, the Revolving Note, the Business Note, and the Mortgage Note are hereinafter collectively referred to as the "Notes"). For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

2.2 Except as specifically set forth to the contrary hereinabove, the Mortgage

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remains unmodified and in full force and effect.

3. **RELATION BACK.** This Amendment constitutes an amendment to the Mortgage only and shall not be deemed to constitute a new security interest or lien or otherwise effect the priority of the mortgage lien granted by the Mortgage. Except as specifically set forth herein, the Mortgage as recorded shall retain its priority position and shall remain in full force and effect and its provisions shall continue to be binding on the parties hereto.

4. **COUNTERPARTS.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. **ADDITIONAL PROVISIONS.** This Amendment shall be effective only upon:

(a) Payment by Mortgagor to Mortgagee, immediately upon the submission of bills and invoices therefor, of all amounts incurred by or on behalf of Mortgagee for attorneys' fees, recording expenses, and all other costs incurred or to be incurred by or on behalf of Mortgagee by reason of the matters specified herein and the preparation of this Amendment and all other documents necessary and required to effectuate the provisions hereof, including, without limitation, all costs and expenses with respect to compliance by the Mortgagor with the terms and conditions hereof and Mortgagee's enforcement thereof.

(b) The recording of a counterpart of this Amendment in the Recorder's Office.

6. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

7. **RATIFICATION; AUTHORITY.** Except as herein amended, the Mortgage shall remain in full force and effect, and all of the terms and provisions of the Mortgage, as herein amended, are hereby ratified and reaffirmed. Mortgagor represents to Lender that there is no other ownership interest, mortgage lien, trust deed, or other interest, now outstanding against the Mortgaged Property, other than the lien of the Mortgage; and that the lien of the Mortgage is previously subsisting and, as

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herein amended, has been, is and shall remain a valid first, prior and paramount lien on the Mortgaged Property, as described on Exhibit A attached hereto, enjoying the same or superior priority with respect to other claims upon the Mortgaged Property as prevailed prior to the execution of this Agreement. Mortgagor has duly authorized, executed and delivered this Agreement, and acknowledges that the Loan Documents are valid and enforceable in accordance with their terms against Mortgagee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.



MORTGAGOR:

Pioneer Bank & Trust Company, an Illinois state banking association, not personally but as Trustee as aforesaid

By: [Signature]
Title: DANIEL N. WLODEK - Trust Officer

[SEAL]

Attest:

[Signature]
PHYLLIS J. ROBINSON
Title: Assistant Secretary

MORTGAGEE:

PIONEER BANK & TRUST COMPANY

By: _____
Title: _____

This Document Prepared By
and Return To:

Pioneer Bank & Trust Company
4000 W. North Avenue
Chicago, Illinois 60639

This document is made by the Pioneer Bank & Trust Company as Trustee and accepted upon the express understanding that the Pioneer Bank & Trust Company enters into the same not personally, but only as trustee and no personal liability is assumed by nor shall be asserted or enforced against the Pioneer Bank & Trust Company because of or on account of the making or executing this document or of anything therein contains, all such liability, if any being expressly waived, nor shall the Pioneer Bank & Trust Company be held personally liable upon or in consequence of any of the covenants of this document either expressed, or implied.

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STATE OF ILLINOIS)

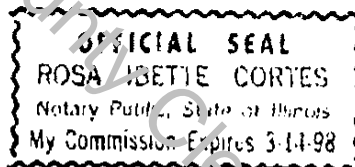
COUNTY OF COOK)

I, Rosa Ibette Cortes, a Notary Public, in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT DANIEL N. WLODEK, Trust Officer of Pioneer Bank & Trust
Company, an Illinois state banking association, not personally but as Trustee under Trust Agreement
dated September 13, 1994 and known as Trust No. 25917 and PHYLLIS J. ROBINSON
_____ of said Bank, who are personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such Trust Officer and Asst.
Secretary respectively, appeared before me this day in person and acknowledged that they
signed and delivered the 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 the said Assistant
Secretary then and there acknowledged that he as custodian of the corporate seal of said Bank,
did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and the
free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of August, 1996.

Rosa Ibette Cortes
Notary Public

My Commission Expires:



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this ____ day of _____, 1996, before me, a Notary Public in and for said County and State, appeared _____, to me known to be the person who subscribed the name of **PIONEER BANK & TRUST COMPANY**, an Illinois state banking association, to the foregoing instrument as its _____ who, being by me duly sworn, did state that he/she is the _____ of said state banking association and that said instrument was signed and delivered by him/her on behalf of said state banking association by authority of its Board of Directors, and said _____ acknowledged to me that he/she executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said state banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

THE NORTH 21.0 FEET OF THE EAST 49.0 FEET OF THE SOUTH 112.0 FEET OF LOTS 15 AND 16, TAKEN AS A TRACT IN JOHN F. LABAHN'S AND C. LABAHN'S SUBDIVISION OF THE SOUTH 4.01 CHAINS OF THE NORTHWEST 1/4 OF BLOCK 42 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE MUTUAL EASEMENT GRANT AND MAINTENANCE AGREEMENT RECORDED JUNE 15, 1994 AS DOCUMENT NUMBER 94528687

Parcel 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE WRIGHTWOOD PARK EASEMENT AGREEMENT RECORDED AUGUST 2, 1994 AS DOCUMENT NUMBER 94682941.

Common Address of Property:

2110F N. Bosworth Ave. Chicago, Illinois 60614

Permanent Tax Identification Number:

14-29-311-018-000()

14-29-311-019-000()

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