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This Instrument was prepared by
and when recorded return to:

Michael F. Sexton
Rooks, Pitts and Poust
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60606

. DEPT-01 RECORDING \$29.00
. T#0014 TRAN 9739 11/22/96 14:49:00
. #5884 # JW *-96-893320
. COOK COUNTY RECORDER

BOX 370

AMENDMENT TO PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT

This Amendment to Purchase Money Mortgage and Security Agreement (this "Amendment") is dated and effective as of November 15, 1996 by STANLEY W. BENECKI ("Mortgagor") with MT FAMILY LIMITED PARTNERSHIP, an Arizona limited partnership, and MARGOT A. SHEESLEY ("Mortgagee") having their principal offices at c/o David R. Abell, Ltd., 560 Green Bay Road, Suite 402, Winnetka, Illinois 60093.

RECITALS

A. Mortgagor and Mortgagee entered into a Real Estate Contract dated as of June 14, 1996 (the "Contract") pursuant to which Mortgagor agreed to purchase from Mortgagee, and Mortgagee and to sell to Mortgagor, certain parcels of vacant land known as Lots 1 and 2 in the Sheesley Subdivision, Glencoe, Illinois. Said lot 1 is sometimes referred to herein as "Lot 1" and said lot 2 is sometimes referred to herein as "Lot 2."

B. Pursuant to the Contract, (i) Mortgagor executed and delivered a Purchase Money Note in the original principal sum of \$522,000 dated as of July 19, 1996 and payable to the order of Mortgagee (the "July Note") in payment of a portion of the purchase price for Lot 1. The July Note is secured by a Purchase Money Mortgage and Security Agreement made by Mortgagor dated as of July 19, 1996 and recorded on July 25, 1996 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 96571674 (the "July Mortgage").

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C. Pursuant to the Contract, (i) Mortgagor has executed and delivered a Purchase Money Note in the original principal sum of \$522,000 dated as of November 15, 1996 and payable to the order of Mortgagee (the "November Note") in payment of a portion of the purchase price for Lot 2. The principal sum of the November Note bears interest at the rate and is payable at the time(s) and in the manner specified in the November Note. The principal sum of the November Note, together with interest thereon, if any, shall be due and payable on the earlier to occur of (i) the date Mortgagor sells and conveys Lot 2 or (ii) November 15, 1999.

D. Mortgagee requires that Mortgagor execute and deliver this Amendment to spread the lien of the July Mortgage to include and encumber the parcels of real estate described on Exhibit A attached hereto and incorporated herein by this reference as security for the payment and performance of the obligations and duties of Mortgagor under each of the July Note and the November Note.

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor covenants, agrees and confirms with Mortgagee as follows:

1. All references in the July Mortgage and this Amendment to: (a) the "Mortgage" shall mean the July Mortgage, as amended by this Amendment, and as the same may be further amended, modified, restated and/or supplemented from time to time, (b) the "Note" shall mean, collectively and individually, the July Note and the November Note, together with all substitutions for each such note and all replacements, renewals and/or extensions of each such note, (c) the "Real Estate" shall mean and include the parcels of real estate more particularly described on Exhibit A attached hereto and incorporated herein by this reference. Except as provided in the above Recitals and this paragraph 1, all capitalized terms used in this Amendment shall have the meanings specified for such terms in the July Mortgage.

2. The principal sum of the July Note is \$522,000 and the final maturity date thereof is the earlier to occur of (i) the date Mortgagor sells and conveys Lot 1 or (ii) July 19, 1999 with respect to all principal and interest not required to be sooner paid. The principal sum of the November Note is \$522,000 and the final maturity date thereof is the earlier to occur of (i) the date Mortgagor sells and conveys Lot 2 or (ii) November 15, 1999 with respect to all principal and interest not required to be sooner paid.

3. Mortgagor hereby remakes and readopts, as of the effective date of this Amendment, each and every covenant, agreement, representation and warranty contained in the July

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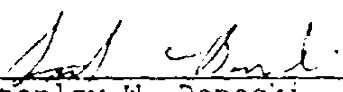
Mortgage. Without limiting the generality of any other provisions contained herein or in the July Mortgage, Mortgagor grants, transfers, bargains, sets over, remises, releases, assigns, aliens, pledges, sells, conveys, warrants and mortgages unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit A attached hereto and made a part hereof and all of Mortgagor's estate, right, title, and interest therein, situated in the County of Cook and State of Illinois, as security for the prompt payment and performance of Mortgagor's Obligations including, without limitation, Mortgagor's obligations under each of the July Note and the November Note. Further, Mortgagor hereby represents and warrants to Mortgagee that no event of default has occurred under the July Mortgage and no event has occurred or condition exists which, with the giving of notice, lapse of time or both, would constitute an event of default thereunder.

4. Nothing in this Amendment shall be deemed to constitute or shall be construed as a waiver of any rights, remedies or security granted to Mortgagee under the Mortgage.

5. Lot 1 shall be released from the lien of the July Mortgage, as hereby amended, upon payment of all sums due under the July Note and Lot 2 shall be released from the lien of the July Mortgage, as hereby amended, upon payment of all sums due under the November Note.

6. In the event of any conflict with the terms and conditions of this Amendment and the terms and conditions of the July Mortgage, the July Mortgage shall be construed so as to give the fullest effect to the terms and conditions of this Amendment, but this Amendment shall govern and be controlling in all respects. Except as modified by this Amendment, the July Mortgage shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to be executed as of the date first written above.



Stanley W. Benecki

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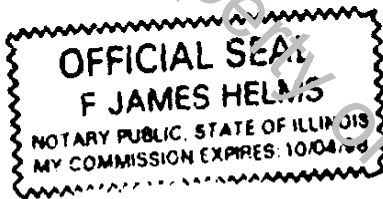
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STATE OF Illinois)
COUNTY OF De Kalb) SS.

I, F. JAMES HELMS, a Notary Public in said County, in the State aforesaid, do hereby certify that Stanley W. Benecki, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Seal of Office this 15th day of NOVEMBER, 1976.



F. James Helms
Notary Public

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05/08/2024

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EXHIBIT A

LOT 1 IN SHEESLEY SUBDIVISION BEING A RESUBDIVISION OF LOT 4 IN RUBEN AND ORB'S SUBDIVISION OF PART OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENCOE, COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 05-08-303-020-0000

ADDRESS: 300 Keystone Court, Glencoe, Illinois

AND

LOT 2 IN SHEESLEY SUBDIVISION BEING A RESUBDIVISION OF LOT 4 IN RUBEN AND ORB'S SUBDIVISION OF PART OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENCOE, COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 05-08-303-021-0000

ADDRESS: 310 Keystone Court, Glencoe, Illinois

7 HOME PASSLA MORTGAGE #20

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02/20/2020