Cook County Recorder

Amendment No. 1 to Mortgage, Security Agreement and Assignment of Leases and Rentals

Amendment No. 1 dated as of July 1, 1997 to that certain Mortgage, Security Agreement and Assignment of Leases and Rentals (the "Mortgage") dated March 15, 1996 executed by American National Bank and Trust Company of Chicago as Trustee U/T/A No. RV-012358 (the "Mortgagor" n avor of The First National Bank of Chicago (the "Mortgagee") and recorded as Document #9624 102 on March 29, 1996 in the Office of the Recorder of Deeds for Cook County, Illinois, to the premises legally described in the Mortgage as follows:

Legal description of mortgoest property

Lot 6 in Arcadia Subdivision, a Subdivision of all lots 1 to 4 inclusive and that parts of lots 5 through 23 inclusive lying southerly of the line drawn from the northeast corner of lot 5 aforesaid, said point being 60.17 feet now of the southwest corner thereof, all in block 2 in Suffield Terrace being a Subdivision of part of lot 10 in School Trustee's Subdivision of Section 16, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. #10-16-303-064-0000

Common knews address: 5307 Church Stresc Skokie, IL 60076

- 1. Preliminary Statement. The Mortgagor and Mortgagoe wish to amend certain provisions of the Mortgage and in consideration of the mutual promises contained herein, agree as hereinafter provided.
- 2. Defined Terms. Terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Mortgage.
- 3. Amendments. The Mortgagor and the Mortgagee hereby agree that the Mortgago shall be amended as follows:

The fourth and fifth lines on the first page shall be deleted and the following substituted in its place:

"not personally but as Trustee under a Trust Agreement dated March 31, 1994 and known as Trust No. RV-012358".

The fourth line of the legal description described as Exhibit A to Mortgage, Security Agreement and Assignment of Leases and Rentals shall be deleted and the following substituted in its place:

"feet north of the southwest corner thereof, all in block 2 in"

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- 4. Governing Law. The validity and construction of this Amendment No. 1 shall be governed by the internal law (and not the law of conflicts) of the State of Illinois.
- 5. Ratification: Effectiveness. The Mortgagor and the Mortgagee hereby agree that the Mortgage is in full force and effect, except as amended hereby and ratify and confirm the Mortgage, as amended hereby, in all respects. This amendment No. 1 shall be effective as of the date first above written upon execution by all of the parties hereto.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused these presents to be executed on the day and year first above written.

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as aforesaid

Or Or

THE FIRST NATIONAL BANK OF CHICAGO

BENEFICIARY:

Search Developmental Center, Inc.

ATTEST:

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Sandra Luchowski, Executive Director

Lawrence Luchowski, Associate Director

b, Chief'Financial Officer

Mark Francik, Comptroller

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This instrument is executed by the undersigned Land Truste by not personally but solely as Truston in the exercise of the power and authority conferred upon and vested in it as such Tructoe. It is expressly understood and agreed that all the warranties, indemnities, representations, hovenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal flability or personal responslbility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indomnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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(Trustee Acknowledgment) ACKNOWLEDGMENT

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREPY CERTIFY that the above-named and and
of American National Bank and Trust Company of Chicagorsonally known
to me to be the same persons whose names are subscribed to the foregoing instrument as such and ENSIGNAMI SIGNETARY, 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 Company, as
Trustee as aforesaid, for the uses and purposes therein set forth; and that the corporate
seal of said Company was citized to said instrument as the free and voluntary act of said
Company, as Trustee as aforesaid, for the uses and purposes therein set forth.
15 August
Given under my hand and Notarial Section is 151 day of July, 1997.
Washing Name
"OFFICIAL SEAL" K NOTARY PUBLIC
TARY PUBLIC STATE OF ILLINOIS
hy Commission expires 11/19/2000 My Commission expires
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(Bank Acknowledgment) ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-not med Assistant Vice President and Vice President of THE FIRST NATIONAL BANK OF CHICAGO personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Bruce Stumbris and Ion Maul, 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.

Given under my hand and inotarial Seal this 1st day of July 1997.

OFFICIAL SEAL
CECILIA DEL REAL
OTARY PURIO, SYATE DE NUMBOR

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:07/14/01 My commission expires: 7-14-01

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(Individual Beneficiary Acknowledgment) ACKNOWLEDGMENT

STATE OF ILLINOIS) ss.

COUNTY OF COOK

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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named <u>SANDRA LUCHOWSKI</u>, <u>LAWRENCE LUCHOWSKI</u>.

JOHN LIPS COMB AND MARK FRANCIK, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein so forth.

Given under my hand and Notarial Seal this 1st day of July, 1997.

NOTARY PUBLIC

My Commission expires: 3/2/99

Prepared by and mail to:

Cecilia Del Real
The First First National Bank of Chicago
One First National Plaza

Plaza Level - Suite 0130 Chicago, IL 60670 "OFFICIAL SEAL"
Saily Podoba
Notary Public, State of Illinois
and Commission Expires 3/2/99

Address:

5037 Church Street

Skokie, IL 60076

Permanent Index No.: 10-16-303-064-0000

acarchdevelopmental.amd