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Amendment to Mortgage

875/033 03 001 Page 1 of 4
1998-07-20 10:25:08

(Trustee Mortgagor)

Cook County Recorder

51.00

Amendment dated as of June 15, 1998 to that certain (Mortgage) (the "Mortgage") dated May 5, 1988 executed by American National Bank and Trust Company, not personally but as Trustee under a Trust Agreement dated February 13, 1987 and known as Trust Number 2040-717 (the "Mortgagor") and Fred W. Seniw, personally & and as custodian for Fred R. Seniw and Bradley M. Seniw (the "Beneficiary") in favor of The First National Bank of Chicago (the "Mortgagee") and recorded as Document # 98452213 [of Book _____ Page _____] on June 1, 1991 in the Office of the Recorder of Deeds for Cook County, _____, to the premises legally described in the Mortgage as follows:

CTE
20011002Z
ACC 11902Z

PARCEL 1:
LOT 12 AND LOTS 23 TO 38, BOTH INCLUSIVE, ALL IN BLOCK 3 IN SCHULTZ AND CROWLEY'S SUBDIVISION OF THE TOWN OF BERNICE SUBDIVISION IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LOTS 12 TO 22 BOTH INCLUSIVE, IN BLOCK 4 IN SCHULTZ AND CROWLEY'S SUBDIVISION OF THE TOWN OF BERNICE A SUBDIVISION IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- Preliminary Statement.** The Mortgagor, the Beneficiary and the Mortgagee wish to amend certain provisions of the Mortgage and in consideration of the mutual promises contained herein, agree as hereinafter provided.
- Defined Terms.** Terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Mortgage.
- Amendments.** The Mortgagor, the Beneficiary and the Mortgagee hereby agree that the Mortgage shall be amended as follows:
ORIGINAL NOTE AMOUNT IN THE AMOUNT OF \$140,000.00 TO EASY CLEAN CAR WASH, HAS BEEN AMENDED TO \$89,200.27 TO EASY CLEAN CAR WASH AND \$89,200.27 TO FRED W. SENIW.
- Governing Law.** The validity and construction of this Amendment No. _____ shall be governed by the internal law (and not the law of conflicts) of the State of Illinois.
- Rectification; Effectiveness.** The Mortgagor, the Beneficiary 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. _____ shall be effective as of the date first above written upon execution by all of the parties hereto.

THIS AMENDMENT to MORTGAGE is executed by American National Bank and Trust Company, not personally, but as Trustee under Trust No. 2040-717 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing contained herein or in the note(s) or in any other instrument given in evidence of the indebtedness secured by the Mortgage, as amended hereby, shall be construed as creating any liability on the part of said Trustee personally to pay said note(s) or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any covenant, either express or implied, therein or herein contained, all such liability, if any, being expressly waived by the Mortgagee hereunder, the legal owners of the note(s) and by every person now or hereafter claiming any right or security thereunder or hereunder; and that so far as said Trustee personally is concerned, the legal holder or holders of said note(s) and the owner or owners of any indebtedness accruing under the Mortgage, as amended hereby, shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner therein or herein and in said note(s) provided or by action to enforce the personal liability of the guarantor(s)/co-maker(s), if any.

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

MORTGAGOR:
American National Bank & Trust Co.

as Trustee as above and not personally

By: _____

Title: Authorized Officer Attest: _____

Attestation not required by American National Bank and Trust Company of Chicago - Illinois

(SEAL)

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, covenants, conditions, 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 liability or personal responsibility is assumed by or shall attach to any Trustee or co-trustee against the Trustee or co-trustee of any warranty, covenant, indemnification, condition, undertaking or agreement of the Trustee in this instrument.

Attest:

(SEAL)

BENEFICIARY:

Fred W. Seniw as custodian for Fred R. Seniw

Fred W. Seniw as custodian for Bradley M. Seniw

Fred W. Seniw, personally

By: _____

Title: _____

By: _____

BOX 333-CTI

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Property of Cook County Clerk's Office

MORTGAGEE:

THE FIRST NATIONAL BANK OF CHICAGO

By: Tracy R. Gromala
Title: Tracy R. Gromala, Asst. Vice Pres. Attest:

James P. Xeros VT
(SEAL) James P. Xeros, Vice Pres.

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(Trustee Acknowledgment)

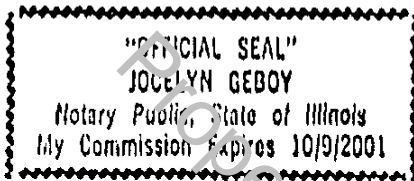
ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF COOK) SS.

Mark DeGrazia

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and that the said _____ as custodian of the corporate seal, did affix the corporate seal of said Company to said instrument as said _____'s own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2 day of July, 1998.



NOTARY PUBLIC

Jocelyn Geboy

My Commission expires: _____

(Corporate Beneficiary Acknowledgment)

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____ of _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 Company, for the uses and purposes therein set forth; and that the said _____ as custodian of the corporate seal, did affix the corporate seal of said Company to said instrument as said _____'s own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19_____.

NOTARY PUBLIC

My Commission expires: _____

(Partnership Beneficiary Acknowledgment)

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, 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 and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19_____.

NOTARY PUBLIC

My Commission expires: _____

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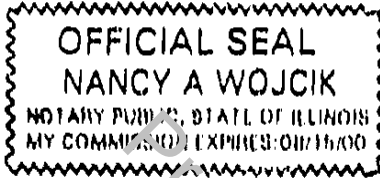
(Individual Beneficiary Acknowledgment)

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Frank W. Sault 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/she signed and delivered the said instrument as his/hor own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of June, 19 98.



NOTARY PUBLIC Nancy A. Wojcik
My Commission expires: 8-15-00

(Bank Acknowledgment)

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Tracy K. Cronin and James P. Xugan 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 Asst. Vice Pres. and Vice President, 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 caused this day its corporate seal to be thereto affixed.

Given under my hand and Notarial seal, this 15 day of June, 19 98.



NOTARY PUBLIC Nancy A. Wojcik
My Commission expires: 8-15-00

Prepared by and mail to:

The First National Bank of Chicago
55 E. Euclid
Mt. Prospect, IL 60058
Attention: Janet Gordon

Address: 12026 Bernice Road, Lansing, IL 60438

Permanent Index No: 30-30-122-001- to 013 & 033, 30-30-120-023 to 33