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THIS INSTRUMENT PREPARED BY AND PLEASE RETURN TO:
KIMBERLY K. ENDERS, ESQ.
100 WEST MONROE STREET
CHICAGO, ILLINOIS 60603

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#### LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modification") among The First National Bank of Chicago, a national banking association ("Lender"), First Chicago Trust Company of Illinois, as Trustee, under Trust Agreement dated June 29, 1992 and known as Trust No. OF-011918 ("Trustee"), Forest Hills Investment Group 91-1, an Illinois partnership ("Beneficiary") and Ronald Glas, David Kozak and Gary Kozak ("collectively "Guarantors"). Trustee, Beneficiary and Guarantors are sometimes hereinafter collectively meferred to as "Borrowers."

#### RECITALS:

- A. On July 21, 1992, Trustee and Benefic ary executed and delivered to Lender a Promissory Note in the amount of \$950,000 ("Note"). The Note was executed to evidence a loan ("foan") by Lender to Borrowers for the purpose of refinancing the real estate legally described on Exhibit A attached hereto ("Real Estate").
- B. To secure the Note, on July 21, 1992, the following documents were executed and delivered to Lender ("Security Documents"):

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- (i) a Real Estate Mortgage and Assignment of Rents executed by Trustee and recorded with the Recorder of Deeds on July 22, 1992 as Document No. 92535643;
- (ii) an Assignment of Rents and Lessor's Interest in Leases executed by Trustee and Beneficiary and recorded with the Recorder of Deeds on July 22, 1992 as Document No. 92535642;
- (iii) an Environmental Indemnity Agreement executed by Beneficiary and Guarantors;
- (iv) a Guaranty of Note, Mortgage and Other Undertakings
  executed by each of the Guarantors ("Guaranties");
- (v) a Security Agreement executed by Trustee and Beneficiary;
- (vi) UCC-1 and UCC-1 Financing Statements executed by Trustee and Beneficiary; and
- (vii) a Collateral Assignment of Beneficial Interest in Land
  Trust executed by Beneficiary and accepted by Trustee.
- C. Borrowers now have requested Lender to modify the interest rate set forth in the Note and presently charged on the Loan. Lender is agreeable to this request subject to the covenants, conditions and restrictions of record.
- NOW, THEREFORE, in consideration of good and valuable consideration the receipt of which is hereby acknowledged the parties agree as follows:
- 1. Subparagraph (a) of the Note is hereby amended in its entirety to read as follows:
  - (a) On September 1, 1992, and on the first day of each succeeding month thereafter to and including November 1,

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1993, there shall be paid on account of this Note the amount of \$7,972.36, which amount shall be applied first to interest at the rate of 9% per annum and the balance to principal. On December 1, 1993, and on the first day of each succeeding month thereafter to and including August 1, 1995, there shall be paid on account of this Note the amount of \$7,972.36, which amount shall be applied first to interest at the rate of 7% per annum and the balance to principal.

- 2. This Modification shall be effective upon Lender's receipt of this Modification executed by the parties hereto and the following documents and items:
- (a) a certified copy of the Letter of Direction to Trustee authorizing execution of this Modification;
- (b) a current certified copy of the Trust Agreement of Trustee;
- (c) a current certified copy of the Partnership Agreement of Beneficiary and copies of all amendments to the partnership agreement or in the alternative a certification from a partner of Beneficiary that the Partnership Agreement and all amendments to the Partnership Agreement have been delivered to Lender and are presently true and correct;
- (d) a certified copy of horrowing resolutions of Beneficiary authorizing execution of this Mcdification; and
- (e) such other documents and items as Lender's counsel shall require.
- 3. Trustee and Beneficiary hereby affirm their obligations to pay Lender the outstanding indebtedness of the Loan evidenced by the Note and to perform all covenants and conditions contained in the Security Documents and the other documents evidencing and

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securing the Loan. Trustee and Beneficiary agree to execute such documents as Lender deems necessary to secure Lender's lien on its collateral.

- 4. Guarantors hereby affirm their obligations under the Guaranties and agree that the Guaranties are amended and extended to cover and guaranty the Note as modified by this Modification. Guarantors hereby expressly acknowledge and confirm that by executing this Modification, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of Guarantors and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Lender.
- 5. Lender shall record this Modification forthwith. As a condition precedent to this Modification, Borrowers shall provide Lender with an endorsement to its title insurance policy which extends the effective date of the policy to the date of recording of this Modification and reflects that Trustee is the fee simple owner of the Real Estate and the Real Estate is subject only to the Mortgage and the other Security Documents as modified by this Modification.
- 6. This Modification shall constitute an amendment of the Note and Security Documents, and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note (collectively "Loan Documents") reference is

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made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Security Documents, or the covenants, conditions and agreements therein contained or contained in the Loan Documents.

- 7. In the event of any conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall control.
- 8. Trustee, Beneficiary and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents as of the execution hereof.
- 9. Borrowers hereby agree to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.
- 10. This instrument is executed by First Chicago Trust Company of Illinois, not individually or personally, but solely as Trustee as aforesaid, 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 herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation

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or agreement, either express of implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on NOVEMBER 29, 1993.

#### TRUSTEE:

First Chicago Trust Company of Illinois, as Trustee under Trust Agraement dated June 29, 1992 and known as Trust No. OP-011828

By: Vice President

ATTEST: Asst Secretary

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GUARANTO

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David Kozak

#### LENDER:

The First National Bank of Chicago, a national banking association

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ATTEST:

#### BENEFICIARY

Forest Hills Investment Group 91-1, an Illing's partnership

Ey. Ronald Glas, Partner

By: David Kozak, Pertner

By: 1995 Partner

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STATE OF ILLINOIS DUPAGE SS COUNTY OF G O H

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that ERRY L. KEATING and THOMAS E. STAIB, AGST. VICE-President and VICE PRESIDENT Secretary, respectively, of the First National Bank of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Notarial Seal NOVEDBER 30, 1993.

Public

"OFFICIAL SEAL" Rita H. Vahle Notary Public, State of Illinois My Commission Expires 8/22/95

STATE OF ILITHOIS COUNTY OF C C C X

SS

The understored, a Notary Public in and for the State and County aforesaid, do hereby certify that James A. Kiel and Richard C. Wolff, Vice President and Assistant Secretary, respectively, of First Chicago Trust Company of Illinois, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Baid Trustee, for the uses and purposes therein set forth.

November 30 GIVEN under my hand and Notar al Seal \_

1993.

STATE OF ILLINOIS SS DU PAGE COUNTY OF COOK

OFFICIAL SEAL MARGARET O'DONNELL

NO CARY PUBLIC, STATE OF ILLINOIS \$ MY COMMISSION EXPIRES 05/10/97

The undersigned, a Notary Public in and for the State and County aforesaid; ----does hereby certify that Ronald Glas, individually and se partner of Forest Hills Investment Group 91-1, an Illinois partnership, 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 Notarial Seal

NOVEMBER Notary Public

DIFICIAL SEAL" Ala H. Vahle Notary Public State of Illinois My Commission Expires 8/22/95

STATE OF ILLINOIS DU PAGE SS COUNTY OF C-O-K

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that David Kozak, individually and as partner of Forest Hills Investment Group 91-1, an Illinois partnership, 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 Notarial Seal NOVEMBER

Notary Public

"Official Seal" Rita H. Vahle

Notary Public, State of Illinois My Commission Expires 8/22/95

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STATE OF ILLINOIS DUPAGE COOK COUNTY OF

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Gary Kozak, individually and as partner of Forest Hills Investment Group 91-1, an Illinois partnership, 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

GIVEN under my hand and Notarial Seal November 29

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Notary Public

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Lot 26 in Block 109 in the resubdivision of F. H. Bartlett's Seventh Addition to Bartlett Highlands, being a subdivision of the South East 1/4 of the Northeast 1/4 of Section 13, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 7227-39 West 58th Street, Summit, Illinois

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