PJ05J641

FIRST AMENDMENT TO LOAN DOCUMENTS

THIS FIRST ANEXDMENT TO LOAN DOCUMENTS ("First Amendment") is made and entered into as the 14th day of December, 1993 ("Effective Date") by and between Pirst Colonial Trust Company, not personally but as Trustee under Trust Agreement dated November 14, 1988 and 85 Trust Number 1-4795 ("Trustee"), Marvin ("Beneficiary") (Trustee and Beneficiary shall be collectively referred to as "Borrower") and Continental Bank, N.A., a national banking association formerly known as Continental Illinois National Bank and Trust Company of Chicago ("Lender").

NITHRESETA

DEPT-01 RECORDING T#0011 TRAH 8778 12/16/93 15:47:00 #5569 # #-03-033644

WHERE Lender has loaned Borrower an amount equal to Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the "Loan") as evidenced by that certain Mortgage Note dated November 28, 1988 wade by Trustee in favor of Lender ("Note");

WHEREAS, the Note is secured by, among other things, (1) that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated November 28, 1988 made by Borrower in favor of Lender (the "Mortgage") ancumbaring certain real estate legally described on Exhibit "A" actached hereto and made a part hereof (the "Premises"), which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois on December 15, 1988 as Document Number 88577698; and (2) that contain Loan Agreement dated as of November 28, 1989 by and between Borrower and Lender ("Loan Agreement") (the Note, Hortgage and Wan Agreement, together with all other documents executed in connection with the Loan shall hereinafter be collectively referred to as the "Loan Documents");

WREREAS, the obligations of the Borrower under the Loan have been guaranteed by Marvin Bearak pursuant to the terms and conditions of that certain Guaranty dated November 28, 1988, made by Marvin Bearak in favor of Lender (the "Guaranty");

WHEREAS, Borrower and Lender desire to amend the Note and the other Loan Documents as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual contained herein and other good and valuable considerations, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Lender and Borrower hereby agree as follows:

- Recitals. The above recitals are incorporated herein as if fully set forth herein in their entirety.
- Extension of Maturity Date. The Maturity Date, as defined in the Note, is hereby extended to December 15, 1998. Any and all references in the Note or the other Loan Documents to the Maturity Date shall hereinafter mean December 15, 1998.



CONSENT AND ACENORLEDGEMENT OF GUARANTOR

The undersigned, as Guarantor of the Loan referred to above, pursuant to the Guaranty, hereby consents to and approves of the foregoing First Amendment to Loan Documents and hereby reaffirms that all of the Guarantor's obligations with respect to the Guaranty remain in full force and effect. Guarantor hereby acknowledges that all of the Guarantor's obligations with respect to the Guaranty are unimpaired by the foregoing Pirst Amendment. ant idersign ment of the set off or c.

Aday of December, 1.

MARVIN BEARAK

OFFICE

O Further, the undersigned hereby represents, acknowledges and agrees, as an inducement to Lender to enter into the First Amendment, that the undersigned does not now have or hold any defense to the enforcement of the Guaranty or any claim against Lender which night be set off or credited against any payments due under the Guaranty.

Dated as of the 14th day of December, 1993.

STATE OF ILLINOIS COUNTY OF COOK)) Ss.)			
said County, in the Cirtifol's Court of Continental Bank persons whose names instrument as such respectively, appearance of free and vor said Bank, for the	N.A., pero are respect the fregular ared before they signed oluntary act ne uses and	sonally known tively subscr and me this and delivere and as the purposes there	to me to the funking day in desired and very learn set for the first set for the first set for the transfer to the transfer transfer to the transfer transfer to the transfer transfer transfer transfer transfer to the transfer tr	be the same the foregoing the foregoing the contract and contract action the contract action to the contra
GIVEN under m December, 199,0	y hand and	Notarial Se	eal this	14 day of
	0,5	4	UN L	Duber .
My Commission Expire **ROFFIGMAL SEAL** **IDA L. RUBENS **Notary Public, State of L'incis **Wy Commission Expires 4-24-97 **Vy Commission Expires 4-24-97		County C	To C	

COUNTY OF COOK)	
President and <u>know know</u> before me this day in person and delivered said instrument as the as the free and voluntary act of purposes therein set forth.	, a Notary Public in and for foresald, do hereby certify that of FIRST COLONIAL TRUST COMPANY, the same persons whose names are he foregoing instrument as such process, respectively, appeared acknowledged that they signed and eir own free and voluntary act, and said corporation, for the uses and
GIVEN under my hand and December, 1993.	Notarial Seal thin 5 day of
OrC	Shan Mc Coun
My Commission Expires	MOFFICIAL SEAL" SHARON McCAivil Interpretation to the service of
	77777777
	T'S OFFICE

BEARAK, personally known to me subscribed to the foregoing ; this day in person and acknown	to be the same person whose name is appeared before me wledged that he signed, sealed and as his free and voluntary act, for
OFFICIAL SEAL * { NORMAN S. PADNOS { NOTARY PUBLIC STATE OF JULINOIS }	Public Company of December, 1993.

LEGAL DESCRIPTION

Those parts of Blocks 11 and 12 and vacated South Kolman Avenue lying between said Blocks 11 and 12 taken as a tract and described as follows, to wit: Commencing at a point in the East line of said Block II which is 117 feet North of the Southeast corner of said Block 11, said point being also on the West line of Kilbourn Avenue and running thence West on a line which is 117 feet North of and parallel with the South line of said Plocks II and 18, said South line of blocks being identical with the North line of West Bist Street and forming an angle of 89 degrees 39 minutes 50 seconds in the Northwest quadrout for a distance of 481.05 feet to the point of intersection of said last described line with a line which is 30 feet Easterly of at right angles measurement and parallel with a straight line grawn from a point in the North line of said Block 12, which is 100 feet. West of the Northeast corner thereof to a point in the South line of said Block LE, which is 200 feet West of the Southeast corner thereof; thence Mortherly along said last described parallel line, said line forming an angle with the 1st above described line of 81 degrees 04 minutes 04 seconds in the Northeast quadrant to the point of intersection of said line with a line which is 176 feet South of and parallel with the South line of West 30th Street, said South line of West 30th Street being identical with the North line of Plocks 11 and 12, as weasured along the West line of South Kilbourn Avenue; thence East on last percribed parallel line for a distance of 429.87 feet to the point of intersection of said line with the East line of Block 11; thence South on said East line of Block 11, said line being identical with the Wast line of Kilbourn Ovenue for a distance of 306.75 feet to the place of beginning, all in Frank Baken's Subdivision of the Southeast 1/4 of the Southwest 1/4 and of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Excepting from said parcel the following described real estate:

That part of Block 12 in Frank Baker's Subdivision of the Southeast 1/4 of the Southwest 1/4 and the Month 1/2 of the Southwest 1/4 of Beckion 27. Township 39 North, Range 13 East of the Third Principal Meridian, described as follows, to wit: Commencing at a point which is the intersection of a line which is 117 feet North of and parallel with the South line of Block 12, and a line which is 30 feet Easterly of at right angle measurement and parallel with a straight line drawn from a point in the North line of said Block 12, which is 100 feet West of the Northeast corner thereof, to a point in the South line of said Block 12, which is 200 feet West of the Southeast corner thereof; thence Northerly along said last described parallel line, said line forming an angle with first above described line of 81 degrees 84 minutes 04 seconds in the Mortheast quadrant, a distance of 151.84 feet; thence East along a line forming an angle of 38 degrees 55 minutes 562 seconds in the Southeast quadrant with the last described course. a distance of 80 feet; thence South along a line, at right angles to the last desocited course, a distance of 150 feet; thence West along the first above described line, a distance of 83.58 feet to the place of beginning; all in County, Illinois.

COMMONLY KNOWN AS: 4500 West 31st Street, Chicago, Illinois PERHANENT INDEX NUMBERS: 16-27-310-011; 16-27-310-013; and 16-27-310-021

Prefaces by and Mail & Michael Level - School Grand of Burney, Ltd.