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This instrument prepared by
and please return to:
Jane Shroba, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



DEPT-01 RECORDING 165.50
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47128 + JJ *--04--028311
COOK COUNTY RECORDER

04028311

Parcel No. 1:
COMMONLY KNOWN AS: 733 North Kenilworth, Oak Park, Illinois
P.I.N.: 16-06-311-018

Parcel No. 2:
COMMONLY KNOWN AS: 815 Beloit, Forest Park, Illinois
P.I.N.: 15-13-401-026

Parcel No. 3:
COMMONLY KNOWN AS: 407-09 North Maple, Oak Park, Illinois
P.I.N.: 16-07-100-013

Parcel No. 4:
COMMONLY KNOWN AS: 452 Cross Arm, Grays Lake, Illinois
P.I.N.: 06-35-305-017

Parcel No. 5:
COMMONLY KNOWN AS: 1500 Clinton, River Forest, Illinois
P.I.N.: 15-01-203-032

THIRD MODIFICATION OF NOTE AND MORTGAGE

This instrument is a Third Modification of Note and Mortgage ("Third Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), American National Bank and Trust Company of Chicago, as successor to First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated July 1, 1978 and known as its Trust No. 8068 ("Trustee No. 1") as to Parcel

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No. 1, First Colonial Trust Company, as successor to Avenue Bank and Trust Company of Oak Park, as Trustee under Trust Agreement dated December, 1975 and known as its Trust No. 1378 ("Trustee No. 2") as to Parcel No. 2, Evelyn Allen and Robert S. Allen, as to Parcel No. 3, Robert P. Allen as to Parcel Nos. 4 and 5 (collectively "Mortgagor") and Evelyn Allen and Robert P. Allen (collectively "Borrowers").

RECITALS

A. Mortgagor holds fee simple title to the real estate ("Real Estate") legally described on Exhibit A hereto., Borrowers are affiliated with Mortgagor.

B. On August 19, 1992, Borrowers and Lender executed a Loan Agreement ("Loan Agreement") pursuant to which Borrowers executed and delivered to Lender a Promissory Note Evidencing a Revolving Line of Credit in the amount of \$250,000 ("Note"), which Note evidenced a revolving line of credit loan in the initial principal amount of \$350,000 ("Loan"). To secure the Note, Mortgagor executed and delivered to Lender a Real Estate Mortgage and Assignment of Leases and Rents ("Mortgage No. 1") among documents (collectively "Security Documents") which covers only Parcels 1 through 3 of the Real Estate, which Mortgage is dated August 19, 1992 and was recorded December 10, 1992 as Document No. 92-933863.

C. On December 20, 1992, Mortgagor, Borrowers and Lender executed a Modification of Mortgage ("Modification") pursuant to which Borrowers executed and delivered to Lender a Revised Promissory Note Evidencing a Revolving Line of Credit ("First

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Revised Note"). The Modification was recorded on November 23, 1993 as Document No. 93-958990.

D. On November 9, 1993, Mortgagor, Borrowers and Lender executed a Second Modification of Note and Mortgage ("Second Modification") pursuant to which Lender increased the loan to \$500,000 and Borrowers executed and delivered to Lender a second revised Promissory Note Evidencing a Revolving Line of Credit in the amount of \$500,000 ("Second Revised Note"). Pursuant to the Second Modification, the Mortgage presently secures the Second Revised Note. The Second Modification was recorded on November 23, 1993 as Document No. 93958991.

E. Borrowers now have requested Lender to increase the amount of the Loan to \$750,000 and extend its maturity date. Lender is agreeable to these requests subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the parties agree as follows:

1. The foregoing recitals are an integral part of this Agreement. Borrowers represent and warrant to Lender the truth and accuracy of each representation and warranty hereafter set forth. Lender has relied upon such representations without independent investigation.

2. Robert P. Allen holds fee simple title to the property commonly known as 452 Cross Arm, Grays Lake, Illinois ("Parcel No. 4") and the property commonly known as 1500 Clinton, River Forest,

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Illinois ("Parcel No. 5"). Parcel Nos. 4 and No. 5 are legally described on Exhibit A attached hereto.

3. Borrowers shall execute and deliver a Third Revised Promissory Note Evidencing a Revolving Line of Credit in the amount of \$750,000 ("Third Revised Note"), a copy of which is attached hereto as Exhibit B. The Second Revised Note shall then be modified and amended in its entirety by the Third Revised Note.

4. Lender shall record this Third Modification forthwith. Before Lender shall make any additional disbursement of the Loan or consent to an extension of the maturity date of the Loan, Borrower shall deliver to Lender, all in form and substance satisfactory to Lender, the following documents and items:

(a) a Promissory Note Evidencing a Revolving Line of Credit in the amount of \$750,000 executed by Borrowers;

(b) a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement executed by Robert P. Allen covering Parcel 4 ("Mortgage No. 2");

(c) a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement executed by Robert P. Allen covering Parcel 5 ("Mortgage No. 3");

(d) an Environmental Indemnity Agreement covering Parcels Nos. 4 and 5 executed by Robert P. Allen;

(e) an Illinois Responsible Property Transfer Act Disclosure Document or certification from Borrower that none is required;

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(f) evidence of insurance coverage of Parcels 4 and 5 as required by paragraph 4 of Mortgage No. 2 and Mortgage No. 3;

(g) an endorsement to Lender's title insurance policy which insures Mortgage No. 1 which extends the effective date of the policy to the date of recording of this Third Modification and increases the amount of insurance to \$750,000 and reflects that the respective Mortgagor is the fee simple owner of the Real Estate and the Real Estate is subject only to Mortgage No. 1 as modified by the Modification Agreement, the Second Modification and this Third Modification, and other matters as set forth in Lender's title insurance policy insuring the Mortgage No. 1;

(h) a title insurance policy insuring the Mortgage No. 2 and Mortgage No. 3 as a first lien on Parcel Nos. 4 and 5, subject only to exceptions as are specifically acceptable to Lender;

(i) the amount of \$37,500 as and for Lender's fee for increasing the amount of the Loan and extending its maturity date; and

(j) such other documents as Lender shall require.

5. The Loan Agreement, Modification, Second Modification, Mortgage No. 1, Mortgage No. 2 and all documents executed pursuant thereto are hereby modified and amended to secure the Third Revised Note.

6. This Third Modification shall constitute an amendment of the Second Revised Note, Mortgage No. 1, Mortgage No. 2, Loan Agreement and all other documents evidencing or securing the

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indebtedness evidenced by the Second Revised Note ("Loan Documents") and wherever in said Loan Documents reference is 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 Mortgage No. 1, Mortgage No. 2 or the covenants, conditions and agreements contained therein or in the Second Revised Note.

7. In the event of a conflict between the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

8. Borrowers hereby agree to pay all of Lender's expenses arising out of and in connection with this Third Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.

9. This instrument is executed by American National Bank and Trust Company of Chicago and First Colonial Trust Company, not individually or personally, but solely as Trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustees, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustees personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express

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or implied, contained in this instrument, all such personal liability of Trustees, 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 Third Modification this 21 day of Nov 1994, 1994.

MORTGAGOR:

Robert P. Allen
Robert P. Allen

Evelyn Allen
Evelyn Allen

Robert S. Allen
Robert S. Allen

BORROWERS:

Evelyn Allen
Evelyn Allen

Robert P. Allen
Robert P. Allen

American National Bank and Trust Company of Chicago, as successor to First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated July 1, 1978 and known as its Trust No. 8068

By: [Signature]
Its Second Vice President

Attest: [Signature]
Its ASSISTANT SECRETARY

First Colonial Trust Company, as successor to Avenue Bank and Trust Company of Oak Park, as Trustee under Trust Agreement dated December, 1975 and known as its Trust No. 1378

By: Maurice G. Poterino
Its Vice President

Attest: Jane M. Stout
Its Land Trust Officer

LENDER:

The Private Bank and Trust Company, an Illinois banking corporation

By: [Signature]
Its MANAGING DIRECTOR

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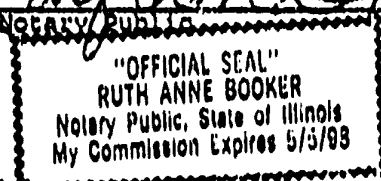
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that P. JOHANSSON and L. Michael Whelan, Second Vice President and Secretary, respectively, of American National Bank and Trust Company of Chicago, as successor to 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 said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal

NOV 21 1994, 1994

[Handwritten signature of Ruth Anne Booker]

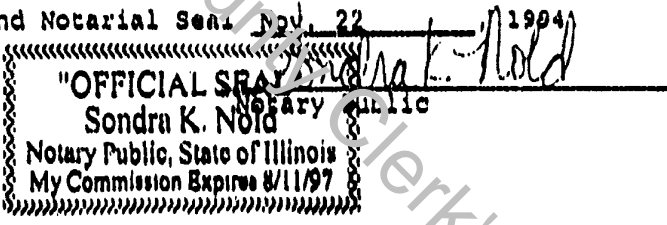


STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Marco A. Potino and June M. Stout, Vice President and Lund Trust Secretary, respectively, of First Colonial Trust Company, as successor to Avenue Bank and Trust Company of Oak Park, 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 said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal

Nov 22, 1994



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that BARRY S. COLLINS, MARGUERITE, President of The Private Bank and Trust Company, 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 and as the free and voluntary act of said Park, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal

11-21-1994, 1994.

[Handwritten signature of Rebecca Jensen]



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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1: LOTS 7 AND 8 IN BLOCK 6 IN WOODBINE'S ADDITION IN PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

P.I.N.: 16-06-311-018
COMMONLY KNOWN AS: 7733 North Kenilworth, Oak Park, Illinois

PARCEL 2: LOTS THIRTY-FOUR AND THIRTY-FIVE IN BLOCK THREE IN DUNLOP, MAAS AND ANSTETT'S SUBDIVISION, BEING A SUBDIVISION OF BLOCKS THREE, NINE, FOURTEEN AND NINETEEN IN JOSEPH K. DUNLOP'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST ONE-THIRD OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, LYING SOUTHEAST OF THE CENTER OF DESPLAINES AVENUE IN SECTION THIRTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

P.I.N.: 15-13-401-026-0000; 15-31-401-027-0000
COMMONLY KNOWN AS: 835 South Beloit, Forest Park, Illinois

PARCEL 3: THE SOUTH HALF OF LOT EIGHT IN BLOCK FIVE IN TIMME'S SUBDIVISION OF BLOCKS THREE, FOUR AND FIVE AND PART OF BLOCK SIX IN KETTLESTRING'S ADDITION TO HARLEM IN THE NORTHWEST QUARTER OF SECTION SEVEN TOWNSHIP THIRTY-NINE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. ✓

P.I.N.: 16-07-100-013-0000
COMMONLY KNOWN AS: 407-09 North Maple, Oak Park, Illinois

PARCEL 4: LOT 66 IN SOUTHCREEK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1989 AS DOCUMENT 2815719 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENTS 2852697 AND 2896245, IN LAKE COUNTY, ILLINOIS

P.I.N.: 06-35-305-017
COMMONLY KNOWN AS: 452 Cross Arm, Grays Lake, Illinois

PARCEL 5: LOT 24 IN BLOCK 3 IN ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST BEING A SUBDIVISION OF THE NORTH ¼ OF THE EAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE WEST 33 FEET AND THE SOUTH 33 FEET THEREOF DEEDED TO THE VILLAGE OF RIVER FOREST FOR STREET PURPOSES) IN COOK COUNTY, ILLINOIS ✓

P.I.N.: 15-01-203-032
COMMONLY KNOWN AS: 1500 Clinton, River Forest, Illinois

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REVISED PROMISSORY NOTE EVIDENCING A REVOLVING LINE OF CREDIT ("Third Revised Note")

\$750,000.00

_____, 1994

FOR VALUE RECEIVED the undersigned, Evelyn Allen and Robert P. Allen (collectively "Borrowers") jointly and severally promise to pay to the order of The PrivateBank and Trust Company, an Illinois corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Seven Hundred Fifty Thousand (\$750,000) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) On November 1, 1994, and the first day of each succeeding month thereafter until all amounts due hereunder are paid there shall be paid on account of this Note interest for the preceding month at a variable rate equal to the prime rate of interest announced and in effect from time to time at The PrivateBank and Trust Company plus one and one-half (1½) percent. The rate of interest shall change each time the prime rate is changed. Interest shall be calculated on the outstanding balance from time to time on the basis of a year having 360 days and shall be paid for the actual days outstanding.

(b) On October 1, 1995 the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

The prime rate of The PrivateBank and Trust Company is currently the highest prime rate of interest published in the Wall Street Journal. If this index is no longer available, the Bank will chose a new index in compliance with applicable law and will notify Borrowers of its choice. Borrowers acknowledge that they are advised that said rate is not Bank's lowest or most favorable lending rate.

This Note may be prepaid, in whole or in part, at any time without premium or penalty. All accrued interest thereon shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of The PrivateBank and Trust Company, 10 North Dearborn Street, Chicago, Illinois 60602.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest or principal is not paid within fifteen (15) days after the date the same is due, the under-

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amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note evidences a revolving line of credit loan. Borrowers may obtain funds by requesting loans ("Loans") in writing. Borrowers agree that the Bank will not be required to make Loans: (i) for less than \$500.00; (ii) which would cause the outstanding loan balance to exceed \$750,000; (iii) if Borrowers are in default under this Note or the Loan Agreement, Mortgage or any Modification hereafter described; or (iv) at any time after November 30, 1995. The credit limit on the line is \$750,000, which Borrowers agree not to exceed. This is a revolving line of credit in that repayments of principal will reduce the outstanding balance of the Loans, and amounts up to \$750,000 will be available for Loan requests subject to the provisions of this Note, the Loan Agreement and the Mortgage.

This Note modifies, amends and restates in its entirety the second Revised Promissory Note Evidencing a Revolving Line of Credit ("Second Revised Note") made by Borrowers to The Private Bank and Trust Company in the amount of \$500,000 dated November 9, 1993. Amounts presently outstanding under the Second Revised Note shall be deemed outstanding hereunder. This Note is executed pursuant to a Third Loan Modification Agreement ("Third Modification") dated the date hereof and is secured by the Third Modification, a Mortgage dated August 19, 1992 and recorded as Document No. 92-933663 covering three parcels of Real Estate commonly known as 733 North Kenilworth, Oak Park, Illinois, 835 Beloit, Forest Park, Illinois and 407-09 North Maple, Oak Park, Illinois ("Mortgage No. 1"), a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement covering Real Estate commonly known as 452 Cross Arm, Grays Lake, Illinois ("Mortgage No. 2") and a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement covering Real Estate commonly known as 1500 Clinton, River Forest, Illinois ("Mortgage No. 3"), both dated the date hereof.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for fifteen (15) days in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Loan Agreement, the Third Modification, Mortgage No. 1, Mortgage No. 2 or Mortgage No. 3.

Under the provisions of the Loan Agreement, Third Modification, Mortgage No. 1, Mortgage No. 2 and Mortgage No. 3 the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Loan Agreement, Third Modification, Mortgage No. 1, Mortgage No. 2 and Mortgage No. 3 are, by

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this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promises to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expense and reasonable attorneys' fees.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding three (3%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrowers waive notice of default, presentment, notice of dishonor, protest and notice of protest.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrowers, Escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such Escrowees to the Borrowers.

Borrowers knowingly, voluntarily and intentionally waive irrevocably the right they may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Note, the Loan Agreement, the Third Modification, Mortgage No. 1, Mortgage No. 2, Mortgage No. 3 or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Holder and Borrowers are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrowers.

Time is of the essence of this Note and each provision hereof.

Evelyn Allen

Robert F. Allen

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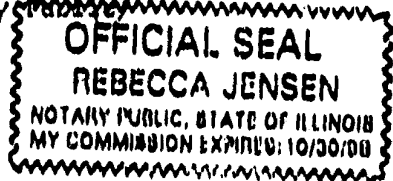
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Evelyn Allen, married to Robert S. Allen 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 11-21, 1994.

Rebecca Jensen
Notary Public

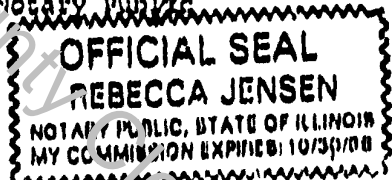


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Robert S. Allen, married to Evelyn Allen 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 11-21, 1994.

Rebecca Jensen
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Robert S. Allen, never married, 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 11-21, 1994.

Rebecca Jensen
Notary Public



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