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BOOK COOK COUNTY, ILLINOIS
FILED FOR RECORD

SUPPLEMENTAL TRUST DEED

Sidney R. Olson

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PNTI #128869 011

This Supplemental Trust Deed made this 1st day of July, 1979, made by Harris Trust and Savings Bank, an Illinois banking corporation, not individually, but as Trustee under the provisions of a Deed or Deeds in Trust recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 1, 1978, and known as Trust Number 39092 (herein referred to as "Mortgagor"), and Harris Trust and Savings Bank, an Illinois banking corporation, as Trustee (herein referred to as "Mortgagee"),

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and delivered to Harris Trust and Savings Bank, an Illinois banking corporation, as Trustee, that certain Trust Deed dated June 1, 1978, and recorded in the Recorder's Office of Cook County, Illinois, on February 6, 1979 as Document Number 24832603 on real estate in Cook County, Illinois, described as follows, to wit:

That part of Lot 7 in Block 81 and Sub Lots 1 to 9 both inclusive in the Subdivision of Lot 8 in Block 81, all in School Section Addition to Chicago in Section 16, Township 39 North, Range, 14 East of the Third Principal Meridian in Cook County, Illinois (taken as a single tract) lying North of the following described line: commencing at a point on the West line of said Tract 80.10 feet South of the North West corner thereof; thence East parallel with the North line of said tract 8.54 feet; thence South at right angles to the last described line 1.20 feet; thence East parallel with the North Line of said tract 86.85 feet; thence North at right angles to the last described line 5.94 feet; thence East parallel with the North Line of said tract 84.82 feet; thence North at right angles to the last described line 0.27 feet; thence East parallel with the North Line of said tract 1.24 feet to a point which is 75.24 feet South of the North East corner thereof; the above described line being also the North face of an existing six-story building.

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(said Trust Deed being hereinafter referred to as the "Trust Deed"); and

WHEREAS, the Trust Deed secured a Promissory Note dated June 1, 1978, executed by Mortgagor and payable to bearer in the original principal amount of One Million One Hundred Thousand Dollars (\$1,100,000) with interest thereon at the rate of 9 3/4% per annum (the "Old Rate"), such Note maturing on July 1, 1979 (such Promissory Note being hereinafter referred to as the "Note"); and

WHEREAS, Mortgagor and Mortgagee have agreed to an extension of the maturity of the Note to October 1, 1979;

NOW, THEREFORE, in consideration of the premises and the sum of \$10.00 in hand paid, receipt whereof is hereby acknowledged, and in consideration of the mutual covenants and undertakings herein contained, Mortgagor and Mortgagee do hereby mutually agree as follows, to wit:

Mortgagee agrees that the express maturity date of the Note shall be and hereby is extended to October 1, 1979, and Mortgagor promises to pay the entire unpaid principal balance evidenced by said Note, together with any accrued and unpaid interest thereon to Mortgagee or the then lawful holder of the Note on October 1, 1979, unless sooner paid.

Mortgagor acknowledges and confirms its agreement to pay to Mortgagee or any subsequent holder of the Note, with interest on the balance of principal from time to time remaining outstanding and unpaid on the Note on or before October 1, 1979, with interest only from July 1, 1979 at the rate of 2 1/2% over the prime commercial rate of Harris Trust and Savings Bank from time to time in effect (with any change in such prime commercial rate to be and become effective as of and on the day following the relevant change in such prime commercial rate) (the "New Rate") pays beginning August 1, 1979, and monthly thereafter on the 1st day of each and every month thereafter until paid on the principal amount hereof from time to time remaining unpaid, with a final payment of the then remaining principal balance and interest due, if not sooner paid, on October 1, 1979, said interest rate to be computed on the basis of a 360-day year for the actual number of days elapsed.

This Instrument Prepared By:
Maureen T. Ryan
Harris Trust and Savings Bank
111 West Monroe
Chicago, IL 60690

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Recorder's Office
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In order to secure the payment of interest on the Note accruing at such New Rate when and as the same becomes due and payable and the performance and observance of the covenants and agreements contained in the Note and the Trust Deed, as amended and supplemented by this Supplemental Trust Deed, and the payment of all indebtedness, obligations and liabilities of Mortgagor arising under or at any time due or owing from or required to be paid by Mortgagee under the Note and the Trust Deed, as amended and supplemented by this Supplemental Trust Deed, Mortgagor does hereby grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, all and singular, the real estate, properties, rights, interests and privileges described or referred to in the Trust Deed.

TO HAVE AND TO HOLD the above-described real estate and the properties, rights, interests and privileges hereby granted, bargained, sold, conveyed and mortgaged or intended so to be unto Mortgagee, its successors and assigns forever; provided, however, that the Trust Deed, as amended and supplemented by this Supplemental Trust Deed, is upon the express condition that if Mortgagor shall pay or cause to be paid all the indebtedness hereby secured and shall keep, perform and observe all and singular the covenants and promises contained herein, in the Note and in the Trust Deed and expressed to be kept, performed and observed by Mortgagor, then the Trust Deed, as amended and supplemented by this Supplemental Trust Deed, and the estate and rights thereby or hereby granted shall cause, determine and be void, otherwise to remain in full force and effect.

Mortgagor and Mortgagee further mutually agree that all of the provisions, stipulations, powers and covenants contained in the Note and in the Trust Deed shall stand and remain unchanged and in full force and effect, except only if the same are herein and hereby specifically varied or amended and each and all of the terms of the Trust Deed are incorporated herein by reference and are hereby confirmed and made applicable to the real estate and the properties, rights, interests and privileges hereinabove described to the same extent and with the same force and effect as though said real estate, properties, rights, interests and privileges were expressly described in this Supplemental Trust Deed, and wherever the term "Note" or "indebtedness hereby secured" is used in the Trust Deed, the same shall mean and include all indebtedness, obligations and liabilities of Mortgagor described herein and secured hereunder, as well as all indebtedness, obligations and liabilities secured by the Trust Deed pursuant to its terms.

Anything contained herein to the contrary notwithstanding, it is agreed that the Note may be declared due prior to its express maturity date as extended hereby in the events, on the terms, in the manner and with the effects provided for in said Note and the Trust Deed, as amended and supplemented by this Supplemental Trust Deed; and, without limiting the generality of the foregoing, it is further agreed that at the election of Mortgagor or any subsequent holder of the Note and without notice the principal sum remaining unpaid thereon, together with accrued interest thereon at the New Rate, shall become at once due and payable at the office of Mortgagee in the event of a failure to pay the principal balance due on the Note at its maturity date as hereby extended or in the event of a failure to pay interest thereon at the New Rate as and when the same becomes due and payable or in the event that the right to foreclose the Trust Deed, as amended and supplemented by this Supplemental Trust Deed, shall accrue to Mortgagee or any subsequent holder thereof under any of the provisions contained in said Trust Deed, as amended and supplemented by this Supplemental Trust Deed.

The agreements herein contained shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

No reference to this Supplemental Trust Deed need be made in any instrument or document at any time referring to the Trust Deed supplemented hereby, and a reference to the original Trust Deed shall be deemed to be a reference to the original Trust Deed as amended and supplemented by this Supplemental Trust Deed.

This Supplemental Trust Deed is executed by Harris Trust and Savings Bank, an Illinois banking corporation, not individually, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Mortgagor personally to

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