THIRD MODIFICATION AGREEMENT

This Modification of Time or Demand Note, Trust Deed/Second Mortgage and Guaranty of Time or Demand Note and Trust Deed/Second Mortgage (hereafter referred to as the "Modification Agreement") made this 11th day of SEPTEMBER, 1986, by CHICAGO CITY BANK AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated JULY 26, 1977, and known as Trust Number 10303 (hereinafter referred to as "First Party") and WOODFIELD BANK, NOW KNOWN AS USAMERIBANC/WOODFIELD, (hereinafter referred to as "Trustee"), and JULIUS WALTON, personally, (hereinafter referred to as "Guarantor").

WITNESSETH:

Whereas, First party has executed and delivered to Trustee that certain Time or Demand Note dated MARCH 15, 1985, in the amount of THREE HUNDRED FIFTY THOUSAND AND 00/100 (\$350,000.00) DOLLARS ("Note"), which Note is sourced by a Trust Deed/Second Mortgage ("Trust Deed") of even date therewith, recorded on MARCH 28, 1985, in the Recorder's Office of Cook County, Illinois, as Document Number 27492831 relating to the premises therein described as follows, to wit:

UNIT NUMBER (2) A IN 1000 LAKE SHORE PLAZA CONDOMINIUM, AS DELINEATED ON SURVEY OF THAT PART OF LOT A DESCRIBED AS FOLLOWS:

COMMENCING AT A COINT ON THE EAST LINE OF SAID LOT, 90.60 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE WEST, PERPENDICULARLY TO SAID EAST LINE, 11".58 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 22.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH PORTION OF SAID LOT A; THENCE NORTH, ALONG SAID PARALLEL LINE AND SAID LINE EXTENDED, 24.605 FEET; THENCE WEST, ALONG A LINE DH WI PERPENDICULARLY TO THE EAST LINE OF SAID LOT, 55.52 FEET, MORE ON 1 688, TO A POINT ON THE WEST LINE OF THE NORTH PORTION OF SAID LOT; THENCE SOUTH, ALONG SAID WEST LINE, 7.95 FEET, MORE OR LESS, TO THE CORNER OF THE NORTH PORTION OF SAID LOT; THENCE EAST, 32.99 FEET ALCAC THE SOUTH LINE OF THE NORTH PORTION OF SAID LOT, TO A POINT (N THE WEST LINE OF THE SOUTH PORTION OF SAID LOT; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH WEST CORNER OF SAID LOT; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT, TO THE SOUTH EAST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING; SAID LOT A BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BLOCK 2, POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN THE NORTH 1/2 OF BLOCK 7 AND PART OF LOT 21 IN COLLINS' SUBDIVISION OF THE SOUTH 1/2 OF SLOCK 7 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 124 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINC'PAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY A MALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 3067, RECORDED OCTOBER 10, 1976, AS DOCUMENT NUMBER 23,675,015; TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURV (1). HEREINAFTER "PROPERTY".

PERMANENT TAX ID NO.: 17-03-204-064-1015

1000 LAKE SHORE PLAZA, UNIT 10-A COMMON ADDRESS: CHICAGO, ILLINOIS 60611

Whereas, the above referenced Note has been guaranteed by Guarantor under written Guaranty dated MARCH 15, 1985, and

Whereas, First Party, Trustee, and Guarantor have agreed to enter into

this Modification Agreement. Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, First Party, Trustee and Guarantor, agree that the Note and

Trust Deed shall be and are hereby modified as follows:

PREPARED BY/MAIL TO:

130415

Peter E. Connolly, Vice President USAmeriband/Woodfield Higgins & Meacham Roads Schaumburg, Illinois 60196

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PREFARED BY/MAIL TO:

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It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-SIX AND 95/100 (\$299,996.95) DOLLARS.

2. The maturity date of SEPTEMBER 11, 1985, as reflected in the Note and Trust Deed and changed to MARCH 11, 1986, by Modification Agreement dated SEPTEMBER 11, 1985, and changed to September 11, 1986, by Second Modification Agreement dated MARCH 11, 1986, is hereby changed to MARCH 11, 1987.

3. That commencing OCTOBER 11, 1986, and on the eleventh day of each month thereafter, First Party shall pay interest monthly on the principal balance from time to time outstanding calculated at the rate set forth in

Paragraph Four (4) of this Modification Agreement.

4. That commencing SEPTEMBER 11, 1986, the annual interest rate to be charged shall be NINE AND ONE-HALF PERCENT (9 1/2%) per annum.

Except for the modifications stated hereinabove, the Note, Trust 5.

Deed, and Guaranty are not otherwise changed, modified or amended.

This Modification Agreement is executed by First Party, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on First Party personally to reform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREO : 10 a undersigned have caused this instrument to be signed and sealed as of the date first above written.

CHICAGO CITY BANK AND TRUST COMPANY not personally but as Trustee under Trust Agreement dated JULY 26, 1977, and known as Trust Number 10303. Vice Pesident Attest: COCK COUNTY, LLINOIS FILED FOR KLOOPS Trust Officer 86520273 1986 NOV -5 PM 1946 WOODFIELD BANK, NOW KNOWN AS USAMERIBANC/WOODFIE. comol Peter B. Connolly Its: Vice President Attest:

The foregoing Modification Agreement has been executed with the knowledge and consent of the undersigned guarantors who hereby consent to the same and agree that their obligations shall continue in force unchanged hereby.

GUARANTOR:

Julius Walton, personally

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STATE OF ILLINOIS, Cook County ss:	
the understand	a Matanu Buhlia in
I, the undersigned	DV CEPTIEV that
and for said County, in the State aforesaid, DO HERE Fritz A. Long, Vice President of	Chicago City Bank and
Truck Company	
and Barry E. Sloat, Trust Officer	of said Bank, who are
personally known to me to be the same persons whose	names are subscribed to
the foregoing instrument as such Vice Pre	sident and
Trust Officer . respectively, appe	ared before me this day
in person and acknowledged that they signed an	d delivered the said
instrument as their own free and voluntary act	; and as the free and
voluntary act of said Bank, as Trustee as afores	aid, for the uses and
purposes therein set forth; and the saidT	rust Officer
then and there acknowledged that he, as custodian of	the Seal of said Bank,
did affix the seal to said instrument as his free a	nd voluntary act and as
the free and voluntary act of said Bank as Trustee	as aroresaid, for the
uses and rurposes therein set forth.	+h
GIVEN wider my hand and official seal, this 24	cii day or
Octobes, 19 86.	
My Commission (xpires: 3-14-88	- 6 00
Tolema	rie Collins
N	otary Public
TX.	
$O_{\mathcal{K}} \circ I$	
STATE OF ILLINOIS,COOK County ss:	
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I, <u>Patricia K AZUS</u> , a Notary	Public in and for said
County, in the State aforesaid O HEREBY CERTIFY th	at Perer E. Connorty
person illy known to me to	oe the
of USAmeribanc Woodfield and May personally known to me to be the AVIS	of said Bank
whose names are subscribed to the within instrume	nt appeared before me
this day in person and acknowledged that as such	vP
and they signed and delive	red the said instrument
as VP and AVP	of said
Bank and caused the Corporate Seal of said Eank to b	e thereunto affixed, as
their free and voluntary act and as the free sad vol	luntary act and deed of
said Bank, for the uses and purposes therein set for	th.
GIVEN under my hand and official seal, this 2/1	A day of October
, 19 <u>86</u> .	-/-
	10.
My Commission expires: May 3, 1927	ich K Ozus
N	otary Public
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STATE OF ILLINOIS. Cook County ss:	
STATE OF ILLINOIS, COOK County ss:	
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