LOAN MODIFICATION AND EXTENSION AGREEMENT

This Loan Modification and Extension Agreement (this "Agreement") is entered into as of the 10th day of December, 1985 by and between Home Federal Savings and Loan Association of Lake County, a Federally chartered savings and loan association ("Lender"), 59 East Randolph Limited Partnership, an Illinois limited partnership ("Partnership"), American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 21, 1985 and known as Trust No. 63353 ("Trustee") and Paul Gussin and Donald Levine (together, "Guarantors"), Partnership and Trustee are hereinafter referred to together as "Borrower".

W I T N E S S E T H:

WHEREAS, Borrower has heretofore executed and delivered its Installment Note (the "Original Note") dated January 23, 1984, in the original principal amount of Five Hundred Ninety Eight Thousand Five Hundred Eighty and 65/100 Dollars ($598,580.65) due January 23, 1987, payable to the order of Lender, all as more fully described therein; and

WHEREAS, the indebtedness evidenced by the Original Note is secured by, among other things (i) the certain Mortgage and Security Agreement dated January 23, 1984 (the "Mortgage") from Borrower to Lender, encumbering certain real property (the "Property") located in the County of Cook, State of Illinois, and legally described in Exhibit A attached hereto and made a part hereof, (ii) the certain Assignment of Leases, Rents and Income dated January 23, 1984 from Borrower to Lender (the

"Assignment") and (iii) the certain Guaranty dated January 23, 1984 of Guarantor; and

WHEREAS, Borrower has requested that the Original Note, the Mortgage, the Assignment, and the Guaranty be modified and extended in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including the above recitals, the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. The Original Note, the Mortgages and the Assignments shall be and the same are hereby modified and extended as follows:

A. Any references to the Original Note contained herein, in the Mortgage, the Assignment or the Guaranty shall hereafter be deemed to refer to the Original Note, as hereby modified and extended. The Original Note, as hereby modified and extended, is hereinafter referred to as the "Note".

B. The maturity date of the unpaid balance of the Note is hereby changed from January 23, 1987 to May 23, 1986 (the "Maturity Date"), unless earlier due and payable by reason of the acceleration of the maturity of the Note.

C. The outstanding principal balance of the Note as of the date hereof is $598,580.65. The Note shall bear interest on the outstanding principal balance thereof until the Maturity Date at the Interest Rate (as defined in the Original Note)

set forth in the Original Note (but in no event less than 10% per annum). The Note shall be payable in the following manner:

(a) Consecutive monthly installments of interest only at the interest rate aforesaid shall be due and payable on the first day of each month commencing January 1, 1986 to and including May 1, 1986; and

(b) A final installment equal to the entire outstanding principal balance of the Note, less the amount of second installment 1984 taxes on the Property actually paid by Borrower pursuant to Paragraph 8 of the Mortgage, together with all accrued and unpaid interest on the outstanding principal balance of the Note at the rate aforesaid, shall be due and payable on the Maturity Date (i.e., May 23, 1986), unless earlier due and payable by reason of the acceleration of the maturity of the Note.

2. The parties hereto hereby agree that, as of the effective date hereof, any and all of the terms and provisions of the Note, the Mortgage, the Assignment, the Guaranty and any and all other documents, instruments or agreements evidencing, securing or pertaining to the Note are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments and modifications set forth in this Agreement. In the event of any conflict or inconsistency between the terms and provisions of the Original Note, the Mortgage, the Assignment or any other documents relating, pertaining to or securing the Note, and the terms

and provisions of this Agreement, the terms and provisions of this Agreement shall control.

3. The parties hereby agree that, as of the effective date hereof, any and all of the terms and provisions of the Original Note, the Mortgage, the Assignment, the Guaranty and any and all other documents, instruments or agreements evidencing, regulating security or pertaining to the indebtedness evidenced by the Note shall, except as modified and extended hereby, remain in full force and effect.

4. The parties hereby extend the liens of any and all security for the Note, including without limitation, the Mortgage and the Assignment, until all of the indebtedness evidenced and/or secured by the Note, the Mortgage and the Assignment has been paid in full, and agrees that such amendment shall in no manner affect or impair the Note or the liens securing its payment, and that the liens are and shall be and remain prior liens and shall not in any manner be waived, the purposes of this Agreement being to modify and extend the time and manner of payment of the Note and indebtedness evidenced thereby and to carry forward all liens securing its payment, which are acknowledged by the parties hereto to be valid and subsisting.

5. This Mortgage is executed and delivered by Trustee, 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 said Trustee hereby warrants in its individual capacity 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 said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition either express or implied herein contained, or with regard to any warranty herein contained (except as to the warranty of full power and authority above made).

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE COUNTY

By: _____

Its: _____

Attest:

_____

Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By: _____

Its: _____

59 EAST RANDOLPH LIMITED PARTNERSHIP

By: _____

A General Partner

_____

Paul Guesin

_____

Donald Levine

8 6 0 2 0 5 5 9

EXHIBIT A

The East half of Lot 1 in Block 12 in Fort Dearborn Addition to Chicago, in Fractional Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as 59-65 East Randolph Street, Chicago, IL

Permanent Index No. 17-10-309-010 and 17-10-309-011 vol. 510

E21 ft 7 1 E60.3 ft 1

86026559

DEPT-01 RECORDING $15.00
T#1111 TRAN 4489 01/21/86 13:40:00
#6871 # A *-86-026559

86026559

This instrument prepared by:

Kenneth G. Goldin
Gottlieb and Schwartz
200 East Randolph Street, Suite 6900
Chicago, IL 60601

After recording return
Recorder's Box #182