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Exoneration provision restricting any liability of The Columbia National Bank of Chicago, is attached.

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LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of October 28, 1985, by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("BANK"), CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("TRUSTEE"), COLUMBIA NATIONAL BANK OF CHICAGO A/T/U TRUST AGREEMENT DATED APRIL 13, 1981 A/K/A TRUST NO. 1378 ("BORROWER"), and GEORGE M. MENNINGER AND PATRICIA T. MENNINGER ("GUARANTOR(S)").

WHEREAS:

A. The BORROWER has heretofore executed an Instalment Note dated November 3, 1982 in the principal amount of $40,000.00 Dollars ("NOTE"), of which the BANK is presently the holder;

B. The NOTE is secured by a Trust Deed dated November 3, 1982 and recorded in the Recorders Office of Cook County, Illinois as document number 26414252 ("TRUST DEED"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");

C. The NOTE is further secured by two Assignments of Rents of even date therewith and recorded in the Recorders Office of Cook County, Illinois as document number 26414253 and 26414254 ("ASSIGNMENTS OF RENTS") assigning all the rents and profits from the REAL ESTATE;

D. The NOTE is further secured by a Collateral Assignment of the Beneficial Interest in that certain Land Trust which is known as COLUMBIA NATIONAL BANK CHICAGO, number 1378 dated April 13, 1981 ("ASSIGNMENT OF BENEFICIAL INTEREST ") which Land Trust holds title to the described REAL ESTATE;

E. The BANK has disbursed to BORROWERS the sum of $40,000.00 Dollars which amount represents the entire principal sum of the indebtedness evidenced by the NOTE;

F. The interest rate evidenced on said NOTE is 14.0%.

G. The maturity date evidenced on said NOTE is December 1, 1985.

H. The BORROWER and the GUARANTOR(S) desire to amend the loan amount, interest rate, repayment terms, and maturity date evidenced by the NOTE;

I. The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated October 28, 1985 ("Commitment").

NOW THEREFORE, notwithstanding anything contained in the NOTE, TRUST DEED, and ASSIGNMENT OF RENTS, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

1. The principal amount outstanding as of this date is Thirty-Eight Thousand Seven Hundred Thirty-Six and 05/100 ($38,736.05) Dollars.

2. The interest rate is amended as follows:

   Interest shall be calculated at the rate of 11.5%

   Interest is to be adjusted annually based on the Current Index plus a 3% margin. There is a 3% "cap" per year and a 6% "cap" over the life of the loan.. The interest rate will change in accordance with the "Rate Change Provisions" described below:

   (i) Change Dates: The interest rate may change on the first day of February, 1987, and on that day every year thereafter. Each date on which the interest rate can change is called a "Change Date".

   (ii) Effective Date of Changes: The new interest rate will become effective on each Change Date.

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(iii) The Index: Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one (1) year as published by the Federal Reserve Board. The most recent Index figure publisned as of the date forty-five (45) days before each Change Date is called the "Current Index".

If the Index is no longer published, the holder of the Note will choose a new index which is based upon comparable information. The holder of the Note will give the Maker notice of this choice. The initial Index value for this loan is 7.96% Percent. Subject to the conditions of this paragraph, the interest rate on this Note shall first be increased or decreased on the Change Date so that the interest rate hereon is the sum of three (3) percent (the "Margin") plus the current Index value, which is rounded up to the next highest one-eighth of one percentage point. This rounded amount will be the new interest rate until the next Change Date. The holder of the Note will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan (based on a twenty (20) year declining amortization schedule) at the new interest rate in substantially equal payments. The result of this calculation is called the "Full Monthly Payment Amount" and it will be the new amount of the monthly payment.

(iv) Required Full Monthly Payment Amount: Beginning with the first monthly payment after each Change Date, the Maker will pay the current Full Monthly Payment Amount as the monthly payment.

(v) Interest Rate "Caps": Any change in the interest rate effective on any Change Date shall be in increments of one-eighth of one percentage point. Any change in the interest rate effective on any Change Date shall not exceed three (3) percentage points up or down from the interest rate effective on the immediately preceeding Change Date. The maximum interest rate which may be imposed by the holder of the Note shall not exceed 17.5% percent per annum (the initial interest rate plus six (6) percentage points) and the minimum interest rate which may be imposed shall not be less than 6.5% percent per annum (the initial interest rate minus six (6) percentage points).

(vi) The principal and interest payment state above of Four Hundred Thirteen and 09/100 ($413.09) Dollars will be payable until the earlier of the first Change Date or the date on which the Note is fully paid.

(vii) From and after the occurrence of (a) any default in the payment of interest when due in accordance with the terms hereof, (b) a Default (as herein defined) under the Note, or (c) the Maturity Date (as defined in the Note) of the Note, whether by acceleration or otherwise, interest shall accrue on the amount of the principal balance outstanding hereunder at the Default Rate. The Default Rate shall be equal to thirty percent (30%) per annum; interest accruing at the Default Rate shall be payable on demand.

3. Monthly payments of principal and interest in the amount of Four Hundred Thirteen and 09/100 ($413.09) Dollars shall be payable beginning the first day of December, 1985, and on the first day of each and every month thereafter until the Change Date or until said Note is fully paid.

4. The maturity date has been extended to November 1, 1995.

5. Except as modified herein, the terms, covenants and conditions of the TRUST DEED, and ASSIGNMENT OF RENTS shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or TRUST DEED, and ASSIGNMENT OF RENTS, the terms herein shall control.

6. The lien of the TRUST DEED and ASSIGNMENT OF RENTS are hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.

7. This agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and the year first written above.

MID TOWN BANK AND TRUST COMPANY OF CHICAGO ("BANK")

By: _____
Mary Roche, Vice President

Attest: _____
Robert Frankel, Vice President

BORROWER:

COLUMBIA NATIONAL BANK OF CHICAGO, not personally but as Trustee aforesaid:

By: _____

Attest: _____ AVP

This instrument is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed [illegible] COLUMBIA NATIONAL BANK OF CHICAGO, are [illegible] by [illegible] as aforesaid and not individually, and no personal liability [illegible] be enforceable against COLUMBIA NATIONAL BANK OF CHICAGO by [illegible] any of the covenants, statements, representations or warranties contained in this instrument.

GUARANTORS:

By: _____
George M. Menninger

By: _____
Patricia T. Menninger

CHICAGO TITLE AND TRUST COMPANY OF CHICAGO ("TRUSTEE")

By: _____

Attest: _____

86043691

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Mary Roche, Vice President of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Robert Frankel, Vice President of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Presidents, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Vice President did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this October 28, 1985.

Pamela Leibrohr

Notary Public

My commission expires:

12-16-87

86043691

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Phillis J. Witwicki, Trust Officer of COLUMBIA NATIONAL BANK OF CHICAGO, an Illinois corporation, and Fred M. Broers, Assistant Vice President of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Vice President did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this October 28, 1985.

Notary Public

My commission expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gary Rodney, Vice President of Mid-Town Bank and Trust Company of Chicago, an Illinois corporation, and Robert Cassidy, Vice President of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary acts of said Illinois corporation, for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this October 15th, 1993.

Notary Public

My commission expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phillip J. Mikulski, Trust Officer of Chicago Title and Trust Company, an Illinois corporation, and Fred A. Aussie, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this October 25, 1993.

Notary Public

My commission expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that, George M. Menninger and Patricia T. Mennenger, husband and wife, 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, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this October 28, 1985.

Pamela Leetroka

Notary Public

My commission expires:

12-16-87

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Joseph E. Novotny of Chicago Title and Trust Company, an Illinois corporation, and LAVERNE HOWARD of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such , respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the did also then and there acknowledge that he, as custodian of the corporate seal of said corporation did affix said corporate seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal 28th day of October, 1985.

Kathleen Padek

Notary Public

My commission expires:

Dec 15, 1988

86043691

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that George M. Manning and Patricia A. Manning, married and also 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, for the uses and purposes therein set forth.

Given under my hand and notarial seal this October 20, 1995.

_____

Notary Public

My commission expires:

_____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ of the Grantee title and Trust Officer, _____ and _____ of the Grantor title and Trust Company, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary acts of said Association, for the uses and purposes therein set forth, and the said _____ did also then and there acknowledge that _____ custodian of the corporate seal of said corporation did affix said corporate seal to said instrument as his own free and voluntary act, and as the voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of October, 1995.

_____

Notary Public

My commission expires:

_____

EXHIBIT 3

8 6 0 4 3 6 9 1

Exhibit "A"

THE WEST 1/2 OF LOTS 6, 7 AND 8 IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF LOT 25 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PT. # 14-33-300-011-0000

PA. - 1947 N. Halsted, Chgo. Il.

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2021 N. Clark
Chgo, Il. 60614

BOX 333 — TH DF

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