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SECOND LOAN MODIFICATION AGREEMENT

\$20.00

THIS SECOND LOAN MODIFICATION AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this 25th day of April, 1986, by and between Lyons Savings and Loan Association, an Illinois Corporation, (hereinafter referred to as "Lender") and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated January 23, 1984 and known as Trust No. 60208 (hereinafter referred to as "Borrower").

R E C I T A L S:

A. Borrower holds title to certain real estate legally described in Exhibit A-1 attached hereto and made a part hereof.

B. Lender has heretofore made a loan ("Loan") to Borrower in the amount of \$3,043,000.00.

C. The Loan is evidenced and secured by, among other things, the following documents (the "Loan Documents"):

1. Loan and Security Agreement, dated March 23, 1984 between Lender and Borrower (the "Loan Agreement").
2. Note Agreement, dated March 23, 1984 in the original principal amount of \$3,043,000.00 made by Borrower to the order of Lender.
3. Mortgage Agreement, dated March 23, 1984 given by Borrower to Lender and recorded on March 23, 1984 with the Office of the Recorder of Deeds, Cook County, Illinois ("Recorder's Office") as Document No. 27017364 ("Mortgage").
4. Collateral Assignment of Rents and Leases dated March 23, 1984 given by Borrower to Lender and recorded with the Recorder's Office on March 23, 1984 as Document No. 27017365 ("Assignment of Rents").
5. UCC Financing Statement filed with the Recorder's Office on March 26, 1984 as Document No. 84 U 10389.
6. First Loan Modification Agreement, dated June 25, 1985, between Lender and Borrower and recorded on July 5, 1985, with the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 85090101.

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Except as expressly defined herein, all initially capitalized terms in this Agreement shall have the same meaning herein as such terms have in the Loan Agreement.

D. Borrower and Lender have agreed to amend the Loan Documents in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, it is hereby agreed as follows:

(1) The RECITALS to this Agreement are incorporated herein by this reference thereto with the same force and effect as if repeated herein at length.

(2) Section 2.1 of the Note Agreement is hereby amended to delete the following language:

"2.1 FOR VALUE RECEIVED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated January 23, 1984 and known as Trust #60205 (the "Maker"), promises to pay to the order of Lyons Savings and Loan Association, an Illinois Corporation with its principal place of business at 911 Elm Street, Hinsdale, Illinois ("Payee"), in legal tender of the United States of America, at the office of Payee or at such other place as the holder or holders hereof from time to time may designate, the principal sum of THREE MILLION FORTY-THREE THOUSAND AND NO/100 (\$3,043,000.00) DOLLARS or so much thereof as may be disbursed from time to time pursuant to the terms and provisions of that certain Loan and Security Agreement of even date herewith between Payee and Maker together with interest on the principal balance as follows:"

and to substitute, in its place, the following language:

"2.1 FOR VALUE RECEIVED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated January 23, 1984 and known as Trust #60208 (the "Maker"), promises to pay to the order of Lyons Savings and Loan Association, an Illinois Corporation with its principal place of business at 911 Elm Street, Hinsdale, Illinois ("Payee"), in legal tender of the United States of America, at the office of Payee or at such other place as the holder or holders hereof from time to time may designate, the principal sum of THREE MILLION FOUR HUNDRED ONE THOUSAND AND NO/100 (\$3,401,000.00) DOLLARS or so much thereof as may be disbursed from time to time pursuant to the terms and provisions of that certain Loan and Security

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Agreement of even date herewith between Payee and Maker together with interest on the principal balance as follows:"

(3) In consideration of Lender modifying this Loan, Borrower shall pay a Modification Fee (the "Modification Fee") of one and one-half percent (1.5%) on the additional advance (the "Additional Advance") of THREE HUNDRED FIFTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$358,000.00) in the total amount of FIVE THOUSAND THREE HUNDRED SEVENTY AND 00/100 DOLLARS (\$5,370.00). Said Modification Fee shall be paid by Borrower in full at the time Lender disburses any part of the Additional Advance of Loan Proceeds.

(4) All Loan Documents are hereby modified to delete any reference to the Loan Amount or principal sum of THREE MILLION FORTY-THREE THOUSAND AND 00/100 DOLLARS (\$3,043,000.00) and substituted, in its place, is the Modified Loan Amount or principal sum of THREE MILLION FOUR HUNDRED ONE THOUSAND AND 00/100 DOLLARS (\$3,401,000.00).

(5) Exhibit A to the Loan Agreement is hereby further modified by increasing the Type "A" Item by \$358,000.00.

(6) Notwithstanding anything in the Loan Documents to the contrary, all payments pursuant to the Note Agreement and this Agreement of any nature shall be made payable to Lyons Savings and Loan Association at 440 East Ogden Avenue, Hinsdale, Illinois 60521, unless otherwise directed by Lyons Savings and Loan Association in writing.

(7) Notwithstanding anything to the contrary herein, the terms and conditions of the Loan Documents not expressly modified by the terms of this Agreement, shall remain in full force and effect. In all other respects, the Borrower expressly reaffirms all other terms, conditions and covenants of the Loan Documents and hereby represents that the Loan Documents are in full force and effect. In addition, this Agreement neither changes, modifies, extends, establishes nor terminates any rights or obligations of the parties to any of the Loan Documents presently encumbering the Mortgaged Premises or any modifications thereof.

(8) This Agreement is executed by the undersigned, not personally but as Trustee as aforementioned in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage Agreement securing the payment hereof, by the enforcement of the provisions contained in said Mortgage Agreement and in the First Modification Agreement. No personal liability shall be asserted or be enforceable against the Borrower or any person interested beneficially or otherwise in said property specifically described in said Mortgage Agreement given

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10/11/2011 10:00 AM

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10/11/2011 10:00 AM

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to secure the payment hereof, or in the property or funds at any time subject to said Trust Agreement, because or in respect of this Agreement or the making, issue or transfer, all such liability, if any, being expressly waived by each subsequent holder hereof, but nothing contained herein shall modify or discharge the personal liability expressly assumed by the Guarantors hereof, and each original and successive holder of this Agreement accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or other disposition thereof, but that in case of default in the payment under this Agreement or any installment hereof, the sole remedy of the holder hereof shall be by the enforcement of any remedy available to Mortgagee under the Mortgage Agreement or the enforcement of any remedy available under the Loan Documents given to secure the indebtedness evidenced by this Agreement, in accordance with the terms and provisions in said Mortgage Agreement set forth or by action to enforce the personal liability of the guarantors, if any, of the payment hereof, or both.

IN WITNESS WHEREOF, the parties have executed this Second Loan Modification Agreement on the date and year first above written.

BORROWER: American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated January 23, 1984 and known as Trust No. 60208.

BY: [Signature]

Its: VP

ATTEST: [Signature]

Its: [Signature]

LENDER: LYONS SAVINGS AND LOAN ASSOCIATION, an Illinois corporation

BY: Michael MacLambie

Its: VICE PRESIDENT

ATTEST: [Signature]

Its: [Signature]

CONSENT OF GUARANTOR:

[Signature]
Steven D. Fifield

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
William D. Murray, Esq.
Lyons Savings and Loan Association
911 N. Elm St., Hinsdale, IL 60521

BOX 333 - HV

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

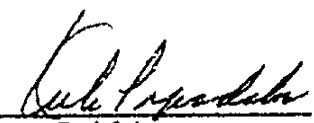
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the _____ of American National Bank and Trust Company of Chicago as Trustee under Trust No. 60208, a national banking corporation, and _____, personally known to me to be the _____ of said corporation, and 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 severally acknowledged that as such _____ and _____ they signed and delivered the said instrument as _____ and _____ of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1986.



Notary Public

My Commission Expires:

BY COMMISSIONER OF DEPARTMENT OF REVENUE

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 APR 29 AM 10: 29

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STATE OF ILLINOIS

CD

CITY OF CHICAGO

IN SENATE, January 11, 1911.
REPORT
OF THE
COMMISSIONERS OF THE BOARD OF PUBLIC WORKS,
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1909, AND AMENDED MAY 17, 1909, AND
MAY 18, 1910, AND MAY 19, 1911, RELATIVE TO THE
FINANCIAL STATEMENT OF THE BOARD OF PUBLIC WORKS,
AND TO THE FINANCIAL STATEMENT OF THE BOARD OF
PUBLIC WORKS, AS OF JANUARY 1, 1911.

ALBION B. HARRIS, Mayor.

ALBION B. HARRIS, Mayor.

ALBION B. HARRIS, Mayor.

ALBION B. HARRIS, Mayor.

ALBION B. HARRIS, Mayor.

ALBION B. HARRIS, Mayor.

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael S. Maslanke personally known to me to be a Vice President of LYONS SAVINGS AND LOAN ASSOCIATION, a Ill. Corp. corporation, and Faust M. Dongarra, personally known to me to be the Asst. Secretary of said Corporation, and 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 severally acknowledged that as such Vice President and Asst. Secretary they signed and delivered the said instrument and caused the Corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of April, 1986.

Janice Straka
Notary Public

My Commission Expires:

July 8, 1989

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE, January 11, 1911.
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 15, 1909.
CHICAGO: THE STATE PRINTING OFFICE, 1911.

RECEIVED
JAN 11 1911

PROPERTY OF
COOK COUNTY CLERK'S OFFICE

RECORDED

The street address of the parcel of land described in this document is: South side of Thoreau Drive Schaumburg, Illinois

P.I.N.s 07-12-101-012-0000
07-12-101-020-0000
07-12-202-006-0000

EXHIBIT A-1

A Parcel of Land in the North Half of Section 12, Township 41 North, Range 10, East of the Third Principal Meridian, Cook County Illinois, bounded and described as follows:

Commencing at the intersection of the West line of the East Half of said Section 12, and the Northerly line of the Northwest Tollway; thence North 81 degrees, 14 minutes, 44 seconds West along said Northerly line of the Northwest Tollway a distance of 1203.75 feet to an intersection with the Easterly line of Toll Highway permanent easement Parcel N-6C-71.1; thence North 03 degrees, 24 minutes, 10 seconds East along the last mentioned Easterly line a distance of 147.32 feet to an angle point in said line; thence North 04 degrees, 18 minutes, 23 seconds East along said Easterly line a distance of 750.01 feet; thence North 03 degrees, 13 minutes, 41 seconds East along the Easterly line of Toll Highway Permanent Easement Parcel N-6C-82 a distance of 350.12 feet to an intersection with the Southerly line of Thoreau Drive; thence South 81 degrees, 41 minutes, 48 seconds East along said Southerly line of Thoreau Drive a distance of 277 feet to a point of curve; thence Southeasterly along said Southerly line of Thoreau Drive, being the arc of a circle, convex Northeasterly and having a radius of 355.00 feet, an arc distance of 160.20 feet to a point of tangency; thence South 55 degrees, 49 minutes, 58 seconds East along said Southerly line of Thoreau Drive, tangent to the last described curved line a distance of 332.71 feet to a point of curve; thence Easterly along said Southerly line of Thoreau Drive, being the arc of a circle, convex Southerly and having a radius of 445.00 feet and an arc distance of 288.24 feet to the Point of Beginning; thence continuing East along said Arc of a circle and said Southerly line of Thoreau Drive an arc distance of 315.84 feet; thence North 89 degrees, 46 minutes, 31 seconds East a distance of 727.75 feet; thence South 00 degrees, 00 minutes, 00 seconds West a distance of 392.00 feet; thence North 90 degrees 00 minutes, 00 seconds West a distance of 45.19 feet; thence South 45 degrees, 00 minutes, 00 seconds West a distance of 262.63 feet; thence North 45 degrees, 00 minutes, 00 seconds West a distance of 63.15 feet; thence North 90 degrees, 00 minutes, 00 seconds West the arc of a circle being convex Southerly and having a radius of 190.00 feet and having a chord distance of 145.42 feet with a chord bearing of South 22 degrees, 30 minutes, 00 seconds West and an arc distance of 149.23 feet; thence South 45 degrees, 00 minutes, 00 seconds West a distance of 109.08 feet to a point of curve; thence Southwesterly along the arc of a circle, convex Northwesterly and having a radius of 102.14 feet, an arc distance of 26.08 feet to a non-tangent line; thence North 45 degrees, 00 minutes, 00 seconds West a distance of 548.12 feet; thence North 45 degrees, 00 minutes, 00 seconds East a distance of 72.15 feet; thence North 45 degrees, 00 minutes, 00 seconds West a distance of 215.30 feet; thence North 02 degrees, 56 minutes, 43 seconds West to the Point of Beginning.

(Containing 501,751 square feet or 11.5187 Acres)

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