

LOAN MODIFICATION AGREEMENT

This Modification Agreement made as of the 21st day of April, 1986, between EVERGREEN PLAZA BANK, individually and as Trustee under a Trust Deed recorded October 3, 1980, as document number 25109848, hereinafter called "Bank" and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under a Trust Agreement dated February 10, 1980 and known as Trust Number 49110 hereinafter called "Borrower";

WHEREAS, Borrower executed an Instalment Note dated as of October 2, 1980 evidencing a debt of \$97,000.00;

WHEREAS, Bank caused a Trust Deed to Evergreen Plaza Bank as Trustee, to be recorded in the Office of the Cook County Recorder of Deeds on October 3, 1980 as document number 25109848;

WHEREAS, Bank is the holder and owner of the above described Note;

WHEREAS, the legal description of the premises is:

Lots 1, 2 and 3 in South Town, a resubdivision of Lots 1 to 9, 16 to 24 Inclusive in Block 1, Lots 1 to 9 and 16 to 24 in Block 2 and Lots 1 to 32 in Block 3, Lots 1 to 28 in Block 4, Lots 5 to 28 in Block 5, Lots 1 to 32 in Block 6, Lots 7 to 19 in Block 7 and Lots 7 to 19 in Block 8 in Fireman's Insurance Company Addition to Morgan Park in the South East 1/4 of the Southeast 1/4 of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

WHEREAS, Lot 1 and the North 14 feet of Lot 2 have previously been released from the lien of the Trust Deed;

WHEREAS, it is the intent of the parties to this Agreement to modify the terms of the Instalment Note;

WHEREFORE, in consideration of the premises and the mutual promises and agreements of the parties hereto;

IT IS HEREBY AGREED that the due date of the Instalment Note referred to above is extended to May 1, 1991.

IT IS FURTHER AGREED that the interest rate stated in the Instalment Note is modified to ~~14%~~ from 14% per annum.

IT IS FURTHER AGREED that the monthly payments stated in the Instalment Note are modified to \$556.00 from \$1,291.70.

IT IS FURTHER AGREED that all other terms of the Instalment Note and Trust Deed previously executed by Borrower and more fully identified above, not inconsistent with the matters contained in this Loan Modification Agreement shall be unchanged and remain in full force and effect.

WHEREFORE, this Loan Modification Agreement is executed as of the day and date set forth above.

This Agreement is signed by American National Bank and Trust Company of Chicago, not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 49110. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this

24-13-423 017 = Lot 1
24-13-423 018 = Lot 2
24-13-423 019 = Lot 3

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agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of American National Bank And Trust Company of Chicago is hereby expressly waived by the parties hereto and their respective successors and assigns.

EVERGREEN PLAZA BANK,
Individually as a Trustee
aforesaid

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
as Trustee aforesaid and not
personally

Glenn M. Schmitt V.P. (SEAL)

[Signature] (SEAL)
VICE PRESIDENT

ATTEST:

ATTEST:

Laura R. Bestetti V.P.

[Signature]
ASSISTANT SECRETARY

STATE OF ILLINOIS,
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date: MAY 29 1986

[Signature]
NOTARY PUBLIC

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CONSENT OF GUARANTORS

We the guarantors of the obligation of American National Bank and Trust Company of Chicago as Trustee which is evidenced by the Instalment Note dated as of October 2, 1980, hereby consent to the above Loan Modification Agreement.

[Handwritten signature]

[Handwritten signature]

This Document Was Prepared By:
John S. Carroll
CARROLL, HARTIGAN & McGAULEY, LTD.
One N. LaSalle Street
Chicago, IL 60601

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