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MODIFICATION AGREEMENT

\$16.00

This Modification of Installment Note, Trust Deed, Assignment of Rents and Guaranty of Note and Trust Deed (hereinafter referred to as the "Modification Agreement") made this 1st day of June, 1987 by American National Bank and Trust Company, not personally but as Trustee under Trust Agreement dated November 28, 1979, and known as Trust Number 47740 (hereinafter referred to as "First Party") and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation (hereinafter referred to as "Trustee"), and USAMERIBANC/WOODFIELD (hereinafter referred to as "Note Holder"), and Julius Walton personally, (hereinafter referred to as "Guarantor").

WITNESSETH:

Whereas, First party has executed and delivered to Trustee that certain Installment Note dated May 3, 1982, in the amount of FIVE HUNDRED AND FIFTY THOUSAND AND NOTICO DOLLARS (\$550,000.00) ("Note"), which Note is secured by a Trust Deed ("Trust Deed") of even date therewith, recorded on June 30, 1982, in the Recorder's Office of Cook County, Illinois, as Document Number 26276895 and Assignment of Rento of even date therewith, recorded on June 30, 1982, in the Recorder's Office of Cook County, Illinois, as Document Number 26276897, both relating to the premises therein described as follows, to wit:

Lot 4 in Judith Johnson 3rd ramubdivision of part of the West 1/2 of the South East 1/4 of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

COSH COUNTY OF JAMES

1987 JUL 31 AH 10: 32

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GED Rive

Permanent Tex ID No. 07-13-400-025-0000

Address: 651 Mall Drive, Schaumburg, Illinois √

Whereas, the above referenced Note has been guaranteed by Guarentor under written Guaranty dated May 3, 1982; and

Whereas, First Party, Trustee, Note Holder, 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, Note Holder, and Guarantor agree that the Note, Trust Deed, and Assignment of Rants shall be and are hereby modified as follows:

1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is FIVE HUNDRED TWENTY SIX THOUSAND SIX HUNDRED NINETY FIVE AND NO/100 DOLLARS (\$526,695.00).

2. The maturity date of June 1, 1987, as reflected in the Note and Trust Deed is hereby changed to June 1, 1992.

PREPARED BY AND MAIL TO:

Peter E. Connolly, Vice President USAMERIBANC/WOODFIELD Higgine & Meachem Roads Scheumburg, IL 60196

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That commencing July 1, 1987, and on the same day of each month thereafter, First Party shall pay monthly installments of THREE HUNDRED NINETY FIVE AND NO/100 DOLLARS (\$395.00) principal plus interest in arrears 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 June 1, 1987, the annual interest rate to be charged shall be the announced prime rate of USAMERIBANC/WOODFIELD from time to time in effect plus one (1%) percent, changing as and when USAMERIBANC/WOODFIELD'S prime rate changes. Interest on the unpaid balance thereof shall be computed from the date hereof on a 360-day year basis, for the actual number of days elapsed. Interest shall accrue after maturity (whether by acceleration or otherwise) at TWO (2%) percent per annum above the indicated rate until the principal balance is fully paid. The use of the term prime rate herein is not intended nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by USAMERIBANC /WOODFIELD to its most creditworthy customers.

5. The beneficiaries of the First Party and the Guarantor hereby agree to

submit financial statements on an annual basis.

The Note is not assumable and is immediately due and payable in full upon transfer of title or any interest in the real estate given as security for the Note released above, or transfer or assignment of the beneficial interest of the Lend Invat executing this Modification Agreement. In addition, if the subject proper 1 is sold under Articles of Agreement for Deed by the present title holder or the beneficiary, all sums due and owing hereunder shall become immediately due and payable.

- The First Sarty and the Beneficiaries hereby covenant and agree that they will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of, any stay, exemption or extension law or any socalled "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Premises, or any part thereof, prior to any sale of sales thereof to be made pursuant to any provisions herein contained, or to decree judgment or order of any Court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. The First Party and Beneficiaries thereunder hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of the Trust Deed on their own behalf of each and every person, excepting only decree or judgment creditors of the First Party acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent largeof that any and all such rights of redemption of the First Party and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 110, Sections 12-124 and 125 of the Illinois Statutes. The First Party and Beneficiaries thereunder will not involve or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Trustes under the Trust Deed, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted
- Any provisions of the Note, Trust Deed or this Modification Agreement which is unenforceable in the state in which the Trust Devid and this Modification Agreement are recorded or registered or is invalid or contrary to the law of such state or the inclusion of which would affect the volidity, legality or enforcement of the Note, Trust Deed and this Modification Agreement, shall be of no effect, and in such case all the remaining terms and provisions of the Note, Trust Deed and this Modification Agreement shall subsist and be fully effective according to the tenor of the Note, Trust Deed and this Modification Agreement, the same as though no such invalid portion had ever been included therein.

Except for the modifications stated hereinabove, the Note, Trust Deed, 9. Assignment of Rents, 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 perform 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.

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IN WITHESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the day and year first above written.

ATTEST:	American National Bank and Trust Company not personally but as Trustee as aforesaid
By: Danse	Jejiman.
1/2 /4 /2011	2 (10
Ite: Class Free	Its: Swall
ATTEST:	CHICAGO TITLE AND TRUST COMPANY
By: Jahren Parel	By: ASST. VICE PRESIDENT
Ite: ASST SECRETARY	Its: ASST. VICE PRESIDENT
ATTEST:	USAMERIBANC/WOODFIELD
By: Qizalith Gwith	By: Peter E. Gonnolly
Its: Loan Administration Office.	Its: Vice President
The foregoing Modification Agreement consent of the undereigned guarantors that their obligations shall continue	that been executed with the knowledge and who hereby consent to the same and agree in force unchanged hereby. GUARANTOT:
· · · · · · · · · · · · · · · · · · ·	
	Julius Walton personally
STATE OF ILLINOIS,	_ County ss:
I, KULA DAVIDSON	, Notary Public in
and for said County in the State afor	of CERTIFY Char
American National Dune and 11451	Campany of Chicago
	of said Beals, who are persons whose names are subscribes to the
foregoing instrument as such SEC	ONE VILL PRESIDENCE and respectively, appeared before me this day
in person and admowledged that they as their own free and voluntary act a	signed and delivered the said instrument nd as the free and voluntary act of said
	uses and purposes therein set forth; and
	then and there acknowledged that, did affix the seal to said instrument as
	he free and voluntary act of said Bank as purposes therein set forth.
GIVEN under my hand and official a	mal, this day ofJUN 3 0 1987
, 19	
My Commission Expires:	Cale Conton
	Notary Public

"Of FIGUAL SEAL"
Fold Dandson
Notary Put tie, State of Illinois
My Commission Expires 12/26/90

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STATE OF ILLINOIS, County se:
I. HEEN NAUGHTON, a Notary Public in and for said
County, in the State aforesaid, DO HEREBY CERTIFY that County, personally known to me to be the County of the Coun
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personally known to me to be the foregoing instrument, appeared
before me this day in parent and acknowledged that as such they signed
and delivered the said instrument as // /// /// /// and caused the corporate
esal of said corporation to be affixed thereto, pursuant to authority given by
the Board of, of said corporation, as their 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 30 day of JULY
. 19.87
My Commission Propins:
"OFFICIAL SEAL"
Notary Putilic, State of Illinois
My Commission Expires 10/30/90
STATE OF ILLINOIS, Couk County se:
r, Patricia K. Azus , a Notary Public in and for said
County, in the State aforesail, DO HEREBY CERTIFY that Peter E. Connolly personally known to me to be the Vice President of
USAmeribanc/Woodfield Mank, and Elizabeth A. Witt
personally known to me to be the loan Administration Officer of said Bank, whose names are subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that as such Vice President and Loan Admin, Officer they signed and delivered the said instrument as
Vice President and Loan Advin, Officer of said Bank
Vice President and Loan admin. Officer of said Bank and caused the Corporate Seal of said Bank at on affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and
vice President and Loan admin Officer of said Bank and caused the Corporate Seal of said Bank at on affixed thereto, pursuant to authority given by the Board of Directors, of said Bank, as their free and voluntary act and as the free and voluntary act and as the free and voluntary act and deed of said Bank, for the
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wice President and caused the Corporate Seal of said Bank co or affixed thereto, pursuant to authority given by the Board of Directors. If said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth. GIVEN under my hand and official seal, this
wice President and caused the Corporate Seel of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors. If said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth. GIVEN under my hand and official seal, this
whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and scinowledged that he came person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the
whose page(s) is subscribed to the foregoing instrument, appeared before
Vice President and Loan Admin Officer of said Bank and caused the Corporate Seal of said Bank of oe affixed thereto, pursuant to authority given by the Board of Directors, of said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth. GIVEN under my hand and official seal, this outh day of June 19 87. My Commission Expires: May 3 1891 OFFICIAL BALL FATERIAL A. ARBS NOTARY PUBLIC STATE OF ILLINOIS WY COMMISSION ESP. MAY \$ 1991 STATE OF ILLINOIS, Cook County se: I, Patricia K. Azus , a Notary Public in and for said county and state, DO HEREBY CERTIFY that Julius Walton , personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.
Wice President and Loan admin. Officer of said Bank and caused the Corporate Seal of said Bank to the affixed thereto, pursuant to authority given by the Board of Directors, of said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth. GIVEN under my hand and official seal, this outh day of June 1987. My Commission Expires: May 1 1001 OFFICIAL MAL PATRICIA K. AZUS HOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EIF. MAY 1 1991 STATE OF ILLINOIS, Cook County se: I, Patricia K. AZUS , a Notary Public in and for said county and state, DO HERRESY CERTIFY that Julius Walton personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes
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Vice President and Loan Advin Officer of said Bank and caused the Corporate Seal of said Bank a seal Bank, as their free and voluntary given by the Board of Directors. It said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth. GIVEN under my hand and official seal, this 30th day of June 1987. My Commission Excitation May 3 1091 GENERAL MAY SUBJECTATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS, Cook County se: I, Patricia K. Azus a Notary Public in and for said county and state, DO HERREY CERTIFY that Julius Walton to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and official seal, this 30th day of June 1987.

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