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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement") is made and entered into as of this 30th day of November, 1987, by and between LASALLE NATIONAL BANK, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to such Trustee in pursuance of Trust Agreement dated November 13, 1985 and known as Trust Number 106506 (the "Trustee"), the successor in interest to Chicago Title and Trust Company, as Trustee under Trust Agreement dated November 19, 1986 and known as Trust No. 5-68188 ("CT&T") and Laurence Ashkin and Arthur Slaven, doing business as Evanston Galleria Partnership, the owners of 100% of the entire beneficial interest and power of direction in, to and under the Trust Agreement pursuant to which the Trustee acts (collectively the "Borrower") and REPUBLIC SAVINGS BANK, F.S.B. (the "Lender").

W I T N E S S E T H

WHEREAS, pursuant to the terms of that certain Disbursement Agreement (the "Disbursement Agreement") dated December 10, 1986 by and among CT&T, Borrower and Lender, Lender has agreed to loan Trustee an amount not to exceed the principal sum of Six Million Three Hundred Thousand and No/100 Dollars (\$6,300,000.00) (the "Loan"), which indebtedness is evidenced by: (a) a Mortgage Note dated December 10, 1986, in the principal amount of Six Million Two Thousand Twenty-Three Thousand and No/100 Dollars (\$6,223,000.00) made by CT&T, payable to the order of Lender (the "Note") which Note is secured by a Mortgage (the "Mortgage") of CT&T dated December 10, 1986 on the leasehold interest (the "Leasehold Interest") described on Exhibit A attached hereto in the real estate legally described on Exhibit B attached hereto and made a part hereof (the "Property"), and recorded December 10, 1986 in the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document No. 86590585, a Guaranty of Payment dated December 10, 1986 made by Laurence Ashkin and Arthur Slaven (the "Guaranty") and other security documents, the Note, the Mortgage, Guaranty and all other documents securing the loan evidenced by the Note are hereafter collectively referred to as the "Senior Loan Documents"; and (b) a Junior Mortgage Note dated December 10, 1986, in the principal amount of Seventy-Seven Thousand and No/100 Dollars (\$77,000.00) made by CT&T, payable to the order of Lender (the "Junior Note") which Junior Note is secured by a Junior Mortgage (the "Junior Mortgage") of CT&T dated December 10, 1986 on the Leasehold Interest in the Property, recorded December 10, 1986 in the Recorder's Office as Document No. 86590586, the Guaranty and other security documents evidencing

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or securing the loan evidenced by the Junior Note (the Junior Note, Junior Mortgage, Guaranty and all other documents securing the Junior Loan are hereinafter collectively referred to as the "Junior Loan Documents");

WHEREAS, Lender, Borrower, Guarantor and Trustee desire to modify the Junior Loan Documents in the manner set forth hereinafter.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Borrower, Guarantor and Trustee hereby agree as follows:

1. The Senior Loan Documents and the Junior Loan Documents are hereby amended to provide that the principal sum of the Junior Note and the amount of the Junior Loan to be disbursed pursuant to the Disbursement Agreement shall be increased to the sum of SEVEN HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$727,000.00) ("New Junior Loan Amount"). The New Junior Loan Amount shall be disbursed in accordance with the Disbursement Agreement.
2. The Junior Loan Documents are hereby amended to provide that the Junior Loan Documents secure the new Junior Loan Amount.
3. Paragraph D on page 2 of the Junior Note is hereby deleted in its entirety and the following new sub-paragraph D is hereby added in its place:

"(D) Maker shall pay to Lender as additional interest ("Additional Interest") the following sums:

(a) twenty percent (20%) of the annual net cash flow (hereinafter "Net Cash Flow") generated from the ownership or operation of the Premises (as such term is defined in the Junior Mortgage). For purposes of this paragraph, "Net Cash Flow" shall be equal to the Revenues (as such term is hereinafter defined) generated from ownership or operation of the Premises minus the Disbursements (as such term is hereinafter defined) required to maintain the Premises in the manner set forth in the Junior Mortgage, as follows:

- (i) The term "Revenues" shall mean, with respect to each calendar year (or partial year), the aggregate of all the gross cash receipts from the ownership or operation of the Premises, except sale, condemnation, insurance, syndication and financing proceeds.

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(ii) The term "Disbursements" shall mean, with respect to each calendar year (or partial year), the aggregate of all salaries, maintenance expenses, principal and interest paid by Mortgagor under: (x) the Senior Loan Documents as hereinafter defined, and (y) the Junior Loan Documents as hereinafter defined and (z) other junior encumbrances permitted under Section 16 of the Junior Mortgage, repair amounts (including replacements and improvements), amounts paid to reserves, insurance premiums, taxes, assessments, office supply expenses, licenses and permit fees, utility costs and any other cash expenses paid or expended by Maker during the subject year (or portion thereof) with respect to its ownership or operation of the Premises, it being understood however, that Disbursements shall not include (a) principal and interest paid by Maker or its beneficiary on any loan or other indebtedness except principal and interest paid on the Note, the Junior Note and notes secured by other junior encumbrances permitted under Section 16 of the Junior Mortgage, (b) amounts paid from reserves previously established if said reserves were previously deducted as a disbursement, (c) any amounts paid for management fees, leasing commissions, and salaries exceeding the amounts set forth in the Disbursement Agreement or otherwise approved by Lender.

The Additional Interest due under this subparagraph shall be estimated by the accountants for Maker's beneficiary and paid in quarterly installments on March 1, June 1, September 1 and December 1 of each calendar year during the term of this Junior Note. At the time of payment of said Additional Interest as aforesaid, Maker shall deliver to Lender a statement of Net Cash Flow prepared in accordance with Section 34 of the Junior Mortgage (defined hereunder). In the event that the total of the estimated quarterly installments paid on account of Additional Interest for any calendar year does not equal the Additional Interest required to be paid for such calendar year, then Maker shall pay to Lender any deficiency or Lender shall refund to

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Maker any overpayment as the case may be within thirty (30) days after Lender's confirmation of the annual Net Cash Flow. Additional Interest payable pursuant to this subparagraph for any partial calendar year shall be prorated in accordance with the actual number of days in such partial calendar year.

and

(b) In the event Lender consents to any Prohibited Transfer (defined hereinafter), Maker shall pay to Lender an amount equal to twenty percent (20%) of all Net Proceeds (as such term is defined in Paragraph 37 of the Junior Mortgage).

Additional Interest payable as set forth in this subparagraph (b) shall be due and payable as of the date of the transaction or occurrence giving rise to the entitlement to the subject Additional Interest, and provided further, that Additional Interest owing pursuant to any transaction described in this subparagraph (b) shall be paid as and when the proceeds of the subject transaction are paid. At the time of payment of said Additional Interest as aforesaid, Maker shall deliver to Lender a statement of Net Proceeds prepared in accordance with Section 34 of the Junior Mortgage. The subparagraphs (a) and (b) above are cumulative and payment of Additional Interest pursuant to one subparagraph shall not affect the obligation to pay Additional Interest as to another or subsequent transaction. Notwithstanding any provision of this Junior Note or any other Junior or Senior Loan Document to the contrary, Additional Interest shall be and remain due and payable as set forth in subparagraphs (a) and (b) despite any partial payment of any other portion of the indebtedness evidenced hereby, including but not limited to the principal amount. In addition, Lender shall give reasonable assuances to any lender providing financing which will be secured by a mortgage on the Premises that the lien of the indebtedness evidenced hereby (including Additional Interest) will be subordinated to the lien of the mortgage securing such financing in the manner specified in Paragraph 36 of the Junior Mortgage.

4. The last thirteen (13) lines of the last paragraph on page 4 of the Junior Note and the first sixteen (16) lines on the top of page 5 of the Junior Note are hereby deleted and the following new paragraph is hereby added in its place:

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"On December 1, 1992, Maker shall have the option, exercisable only as set forth below, to pay the outstanding principal balance and accrued interest due hereunder and to satisfy all of its subsequent obligations to pay Additional Interest by paying to Lender on said date the outstanding principal balance and accrued interest and Additional Interest in an amount equal to 20% of the Equity Value of the Premises in full satisfaction of all Additional Interest due hereunder. The option of Maker granted under this paragraph shall be exercisable by Maker by deliver of written notice of such exercise to the Lender delivered no earlier than December 1, 1991 and no later than November 1, 1992. If Maker fails to exercise this option, Maker's obligation to pay Additional Interest shall only be extinguished by the sale of the Premises. Notwithstanding the foregoing, in the event that the sale of the Premises has not occurred by December 10, 2006, then on said date Maker shall pay to Lender Additional Interest equal to 20% of the Equity Value of the Premises in full satisfaction of all Additional Interest due hereunder. For purposes of this Note, the term "Equity Value" refers, with respect to the Premises, to the excess, if any, of the fair market value of the Premises determined in accordance with the Appraisal Procedure (defined hereinafter) over the sum of:

- (i) the outstanding principal balance of the Mortgage encumbering the Premises as of the date of determination (not including any accrued interest added to principal due to overdue payments or any amounts advanced or accrued in regard to such mortgages to cover any penalties, prepayment premiums or late charges or to protect the secured party's interest under such mortgages); plus
- (ii) the outstanding balance of the Indebtedness Hereby Secured as of the date of determination (not including any Additional Interest or any penalties or late charges); plus
- (iii) the outstanding balance of any other loans secured by mortgages permitted under Section 15 of the Junior Mortgage.

5. Section 37 of the Junior Mortgage is hereby deleted and the following new Section 37 inserted in lieu thereof:

"37. Distribution of Net Proceeds. The term "Net Proceeds" (i) shall mean in the case of financing or refinancing the gross proceeds received from any additional financing or a refinancing of indebtedness encumbering the premises less the aggregate of the following: (x) such usual and customary costs and fees incurred in connection with such financing as approved by Mortgagee, and (y) the amount necessary to repay the debt refinanced, (z) such amounts as are necessary to be used in connection with the Project as approved by Mortgagee, or (ii) in the case of a sale, the gross sales price of the Premises less such usual and customary closing costs allocable to the sale of the Premises as may be incurred by Mortgagor and approved by Mortgagee in connection with such sale (which closing costs may include brokerage commissions not exceeding

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a commercially reasonable percentage of the gross sales price of the Premises). In the event Mortgagee consents to any Prohibited Transfer, all Net Proceeds, if any, generated from such transaction shall be distributed as follows:

- (a) To the holder of the Note, an amount necessary to pay off the indebtedness outstanding thereunder; and
- (b) The next available Net Proceeds, if any, to the holder of the Junior Note, in an amount equal to Six Hundred Fifty Thousand and NO/100 Dollars (\$650,000.00), which amount shall be applied to reduce the principal balance; and
- (c) The next available Net Proceeds, if any, up to an additional Six Hundred Ninety-Three Thousand and NO/100 Dollars (\$693,000.00) may be retained by Mortgagor; and
- (d) The next available Net Proceeds, if any, to the holder of the Junior Note to pay off the remaining principal balance and interest, but not Additional Interest; and
- (e) The next available Net Proceeds, if any, up to an amount equal to the difference between (1) the total of all of Borrower's equity contributed to the Project to date, less (2) the amount paid to Mortgagor under paragraph 37(c) above shall be retained by Mortgagor; and
- (f) The balance of all available Net Proceeds, if any, shall be paid as follows: (x) 20% to Mortgagee to be retained by Mortgagee as Additional Interest due under the Junior Note and (y) 80% to Mortgagor."

6. Article III of the Disbursement Agreement is hereby amended by deleting Section 3.6 thereof and inserting in lieu thereof a new Section 3.6 as follows:

"3.6 Equity Requirements: Borrower shall furnish equity in the amount of \$1,382,634 for the Project, a portion of which in the amount of \$693,000.00 has been advanced by Borrower, and a portion of which in the amount of \$81,876 shall be advanced by Borrower for the Project by December 31, 1987, and the balance of which in the amount of \$607,758 shall be advanced by Borrower for the Project by June 30, 1988.

7. No later than the date hereof Borrower shall pay to Lender the sum of \$13,000 as additional loan fees, plus an amount equal to Lender's legal fees incurred in connection with this transaction. In addition, no later than the date hereof, Borrower shall pay to Lender the sum of \$5,248.83, which sum represents a recalculation of interest due and payable under the Junior Note for the period March 27, 1987 through and including November 30, 1987.

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8. Loan Documents and the Junior Loan Documents, as expressly modified and amended by this Agreement, shall continue in full force and effect, and the Loan Documents and the Junior Loan Documents as thus modified and amended are hereby ratified, confirmed and approved.
9. This Agreement is executed by LaSalle National Bank, not personally but in its capacity as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, 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 Loan or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Trustee, and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned the legal holder or holders of said Note and Junior Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the premises thereby conveyed for the payment, in the manner set forth in the Loan Documents and the Junior Loan Documents.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall be deemed to prejudice the rights of the Lender: (i) to proceed against any entity or person whatsoever, including the Borrower, with respect to the enforcement of any guarantees or leases or similar rights to payment; or (ii) for fraud or material misrepresentations in connection with the making of the Loan; or (iii) for fraud or material misrepresentations in connection with any warranty or representation given by the Trustee or Borrower in connection with the making of the Loan; or (iv) to recover any condemnation or insurance proceeds or other similar funds or payments attributable to the Property which under the terms of either the Mortgage or the Junior Mortgage securing the Loan should have been paid to the Lender; or (v) to recover any tenant security deposits, advance or prepaid rents or other similar sums paid to or held by Trustee or Borrower or any other entity or person in connection with the operation of the Property after the occurrence of a Default; or (vi) to recover any gross revenues from the Property received after the occurrence of Default as defined in the Junior Loan Documents which have not been applied as follows: to pay any portion of the indebtedness secured by the Mortgage and Junior Mortgage, to pay any operating and maintenance expenses of the Property, including, without limitation, real estate taxes and assessments and insurance premiums for the Property or to pay deposits into a reserve for Loan Documents and the taxes, insurance replacements or other sums required by the Junior Loan Documents.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date and year first above written.

LENDER:

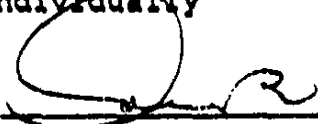
REPUBLIC SAVINGS BANK, F.S.B.

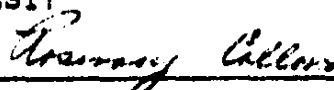
By: 
John T. McLinden
Senior Vice President

ATTEST:
By: 
Its: Assistant Secretary



TRUSTEE:

LASALLE NATIONAL BANK,
as Trustee as aforesaid and
not individually

By: 
ASSISTANT VICE PRESIDENT

ATTEST:
By: 
Its: ASSISTANT SECRETARY

BORROWER:


LAWRENCE ASHKIN

ARTHUR SLAVEN

This instrument prepared by:
David L. Kirshenbaum, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Chicago, Illinois 60601

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CONSENT AND ACKNOWLEDGEMENT OF GUARANTOR

The undersigned (collectively the "Guarantor") as the Guarantor of the Loan and Junior Loan referred to above, pursuant to that certain Guaranty of Payment dated December 10, 1986 (the "Guaranty"), and as the Guarantor of the New Junior Loan Amount under an additional Guaranty of Payment dated of even date herewith (the "New Guaranty") hereby consent to and approve the foregoing Loan Modification Agreement and hereby reaffirm that all of Guarantor's obligations with respect to the Guaranty and the New Guaranty remain in full force and effect. Guarantor hereby acknowledges that all of Guarantor's obligations with respect to the Guaranty and the New Guaranty are unimpaired by the foregoing Loan Modification Agreement.



Laurence Ashkin



Arthur Slaven

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) SS
COUNTY OF COOK)

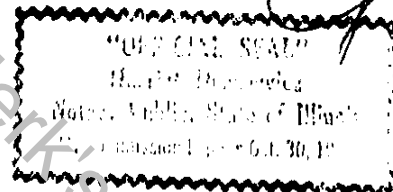
I, Harriet Denisevicz a Notary Public in and for said County of the state aforesaid, DO HEREBY CERTIFY THAT Assistant Vice President of LA SALLE NATIONAL BANK, and Rosemary Collins Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of December A.D. 19 87.

Harriet Denisevicz
Notary Public

My Commission Expires: _____

Form XX0135



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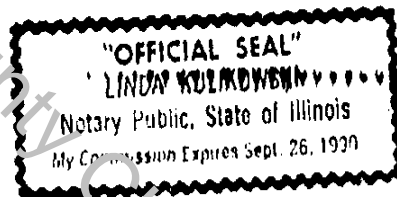
)
) SS.
)

I, LINDA KULIKOWSKI a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN T. MCLINDEN, the VICE PRESIDENT of REPUBLIC SAVINGS BANK, F.S.B., personally known to me to be the person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and for the uses and purposes of REPUBLIC SAVINGS BANK, F.S.B.

GIVEN UNDER my hand and Notarial Seal this 21st day of DECEMBER, 1987.

Linda Kulikowski
NOTARY PUBLIC

My Commission Expires: Sept 26, 1990



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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, RITA L. SELLA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LAURENCE ASHKIN, personally known to me to be the same person whose name 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 Notarial Seal this 20 day of NOVEMBER, 1987

Rita L. Sella
Notary Public

My Commission Expires: 1-7-88

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, RITA L. SELLA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ARTHUR SLAVEN, personally known to me to be the same person whose name 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 Notarial Seal this 20 day of NOVEMBER, 1987

Rita L. Sella
Notary Public

My Commission Expires: 1-7-88

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EXHIBIT A

The Leasehold Interest

The Leasehold Interest established pursuant to that certain ground lease dated February 10, 1925 by and between the Trustee of Schools of Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois [for the benefit of District No. 75, County of Cook and State of Illinois, formerly known as District No. 1 in said Township] (Lessor) and Andrew X. Sorenson, Alfred S. Burdick, Claude O. Brown, Arthur L. Whitely (hereinafter collectively referred to as Lessee) relating to property located in the State of Illinois and both legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Ground Lease"), and Lessor's interest in that certain sublease dated January 12, 1926 by and between Howard Elting and Ralph E. Heilman (successor Lessees under the Ground Lease) ("Sublessor") and University Theater Company ("Sublessee") and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 12, 1926 as Document No. 9157485 (the "Sublease") relating to property.

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EXHIBIT B

The Property

LOTS 7, 8, 9, 10, 11, 12, 13 IN THE RESUBDIVISION OF BLOCK 17 IN EVANSTON, IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

11-18-126-013
11-18-126-014

PROPERTY ADDRESS:

1700 Sherman Avenue
Evanston, Illinois

Property of Cook County Clerk's Office

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MEMBER SERVICE UNIT



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02/20/2017

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