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#### SECOND LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into as of December 16, 1986 by and between BANK LEUMI LE-ISRAEL B.M., CHICAGO BRANCH ("Lender"), having an address of 100 North LaSalle Street, Chicago, Illinois 60602 and THE COSMOPOLITAN NATIONAL BANK OF CHICAGO ("Trustee"), not personally, but as Trustee under Trust Agreement dated December 1, 1980 and known as Trust NO. 25715 ("Trust No. 25715").

#### RECITALS

- A. Lender is the holder of that certain promissory installment rote ("Installment Note") dated December 17, 1980 executed by Trustee in favor of Lender in the original principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) bearing interest and maturing as set forth therein;
- B. 192 Installment Note is secured by that certain trust deed ("Trust Deed" dated December 17, 1980 and recorded December 23, 1980 in the Office c2 the Recorder of Deeds of Cook County, Illinois as Document No. 25716181 made by Trustee in favor of Chicago Title and Trust Company ("Chicago Title");
- C. The Installment Note is further secured by that certain collateral assignment of the entire beneficial interest in Trust No. 25715 ("Assignment of Beneficial Interest") dated December 19, 1980 in favor of Lender and accepted by the Trustee on January 22, 1981;
- D. The Installment Note is further secured by that certain assignment of rents ("Assignment of Rents") dated December 17, 1980 and recorded December 23, 1980 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 25716182 made by Trustee in favor of Lender;
- E. By a loan modification agreement dated December 16, 1985, (the "Loan Modification Agreement") the Trust Died and Installment Note were modified to extend the maturity date to December 16, 1986 and to replace and renew the Installment Note with a Bank Leumi secured business note of even date therewith (the "Bank Leumi Note")
- F. The Installment Note, Trust Deed, Assignment of Beneficial Interest, Assignment of Rents, Loan Modification Agreement and Bank Leumi Note are hereinafter sometimes referred to collectively as the "Loan Documents":

This Agreement has been identified, together with the Note and Trust Deed referred to herein, under Chicago Title and Trust Company Identification NO.

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Property of Cook County Clerk's Office

Starte Bearing

Parties hereto desire by this agreement dated December 16, 1986 (the "Second Loan Modification Agreement") to modify the Loan Documents to extend the maturity date and renew the Bank Leumi Note.

#### WITNESSETH:

NOW, THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars paid and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- The maturity date set forth in the Loan Documents shall be extended to December 16, 1987.
- The Bank Leumi Note in the principal amount of \$245,000.00 (To Hundred Forty Five Thousand and No/100) shall be renewed and replaced by a second Bank Leumi Secured Business Note in the amount of \$270,000.00 (the "Second Bank Leumi Note") to mature December 16, 1987 (the "maturity Date").
- It is the intention of the parties that the Loan Documents shall also secure any extensions or renewals of the Second Bank Leumi Note for a period of five (5) years after the Maturity Date of said Note, in an amount not to exceed Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.50).

IN WITNESS WHEREOF, the pirties have executed this Agreement BANK LEUMI LE-ISRAEL B.M., CHICAGO BRANCH

(FOR THE EXCULPATORY PROVISION OF THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, SEE RIDER ATTACHED ON THE REVERSE SADE HEREOF, WHICH IS EXPRESSLY INCORPORATED HEREIN

Attest: SMADE A PART HEREOF)

ITS:

The Cosmopolitan National Bank of Chicago, as Trustee afors said and not personally,

Attest:

Assistant Trust Officer

BY:

ITS: Vice President & Trust Officer

Consented to:

BY:

CHICAGO TITLE AND TRUST COMPANY

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ange 14, East of The Third Principa: men singe 14, East of The Third Principa: men ange 14, East of 39 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois. A Subdivision Of The East & of The West & Of ite Northeast & of Section 9, Township The West 40.44 Feet of Lots 1 and 2 in Block is in Newberry's Addition To Chicago,

provided or by action to enforce the personal liability of the guarantor, if any. ment of the lien hereby or thereby created in the manner herein and in said note look solely to the premises hereby conveyed for the payment thereof, by the enforce and the owner or owners of any indebtedness accruing hereunder or thereunder shall or its successor personal & sre concerned, the legal holder or holders of said note COGMOPOLITAN NATIONAL WANK OF CHICAGO, either individually or as Trustee storessid claiming any right or security hereunder or thereunder, and that so far as THE any, being expressly waived by the mortgagee and by every person now or hereatter any covenant, rither express or implied, herein contained, all such liability, if accrue therach or any indebtedness accruing hereunder or thereunder, or to perform or as Trusto aforesaid, personally to pay the said note or any interest that may Itability in the said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually that nothing herein or in said note contained shall be construed as creating any and suthority to execute this instrument) and it is expressly understood and agreed COSMOPOLITAN NATIONAL BANK OF CHICACO hereby warrants that it possesses full power power and suchority conferred upon and vested in it as such Trustee (and said THE OF CHICAGO, not personally but as Trustee as aforesaid, in the exercise of the ta executed by THE COSMOPOLITAN NATIONAL BANK This second loan Modification /

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# STATE OF COLUMN SECURITY OF COLUMN STATE OF COLUMN SECURITY OF COLUMN

COUNTY OF COOK DEBORAH COPINE CHAPLE Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that "MINION A COUNTY A COUNTY AND A AND Chicago Branch, in whose name the above foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth. lanciary 1986.7 Richard Gerene Chapee Commission Expires: My Commission Expires Oct. 11, 1988 HEO FOR RECORD STATE OF ILLINOIS) SS 387 JAN 14 M 1:55 87025810 COUNTY OF CAN'T I, Harrist Denisewicz , a Notary Public in and for the and the State aforesaid, DO HEREBY CERTIFY that County Corinne Bur and Corinne bak

Goraldine M. Wilk personally known to me to be the

Vice President & Trust / M. Assistant Trust Officer respectively, of the

Cosmopolitan National Fauk of Chicago in whose name, as Trustee, the above foregoing instrument is executed appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said bank, as Trustee aforesaid, uses and purposes therein set forth, and the sail Assistant Trust Officer therein set forth, and the sail Assistant Trust Officer
the and there acknowledged that she, as
custodian of the corporate seal of said bank did affix the said
corporate seal to said instrument is bincher free and voluntary act

and as and voluntary act of said bank is Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of January 1987.

Commission Expires: October 9th, 1987.

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MAIL 70; Bunk Leumi Le-Israel 100 N. La Salle St. Cilieugo IL. 60602 Altendon: Stucey Lowenthal

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