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### AMENDATORY AGREEMENT MODIFYING AND SUPPLEMENTING TRUST\_DEED

THIS INDENTURE, made this 27th day of January, 1987, by and between:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but solely as Trustee under a Trust Agreement dated December 1, 1986 and known as Trust Number 100793-09,

(hereinafter referred to as
 "Mortgagor");

and

CYICAGO TITLE AND TRUST COMPANY, an Illinois corporation,

(hereinafter referred to as "Trustee").

#### WIINESSETH:

On or about December 1, 1986, the Mortgagor made, executed and delivered its one certain Installment Note dated December 1, 1986 in the principal sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$1,350,000.00) DOLLARS, payable to the order of PAN-AMERICAN LIFE INSURANCE COMPANY, a corporation (herein referred to as "Noteholder"), and payable in monthly installments, each in the sum of TWELVE THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 50/100 (\$12,757.50) DOLLARS, including interest at the rate of Ten and One-Half Percent (10-1/2%, per annum, commencing February 1, 1987, with a final payment, unless sconer paid, becoming due on the first day of January, 1994. The Installment Note was personally guaranteed by separate instrument executed by NORMAN C. THATCHER and AUDREY M. THATCHER, his wife.

To secure the payment of the Installmerc Note, the Mortgagor made, executed and delivered a Trust Deed dated December 1, 1986 conveying to the Trustee, the following described real estate, situated in the City of Chicago, County of Cook and State of Illinois:

The North 1/2 of Lots 19, and all of Lots 20, 21 and 22 in Block 90 in the Original Village of Norwood Park in Section 6, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6027-41 Northwest Highway, Chicago, Illinois, P.I.N.#13-06-217-003; #13-06-217-004; #13-06-217-023 and #13-06-217-030.

The Trust Deed was thereafter recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 26, 1986 as Document Number 86620468, and registered with the Registrar of Titles of Cook County, Illinois on December 26, 1986 as Document Number LR 3579109.

The parties hereto, including the Noteholder and the Guarantors, have determined to amend and modify the Installment Note and the Trust Deed securing it, in the particulars hereinafter expressly set forth.

THIS INSTRUMENT WAS PREPARED BY: HENRY W. KENOE, 25 E. Washington St., 10th fl., Chicago, IL.60602

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NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the parties hereinbefore described agree as follows:

#### 1. PRINCIPAL AMOUNT.

The principal amount of the Installment Note shall be reduced to ONE MILLION THREE HUNDRED TEN THOUSAND AND NO/100 (\$1,310,000.00) DOLLARS and the Note shall be treated as though the reduced amount was originally so expressed.

#### 2. MONTHLY PAYMENTS.

The amount of the monthly payments of principal and interest provided for in the Note shall be reduced to TWELLE THOUSAND THREE HUNDRED SEVENTY-NINE AND 50/100 (\$12,379.50) DOLLARS, and the Note shall be treated as though the reduced amount of monthly payments of principal and interest was originally so expressed.

#### 3. SCHEDULE OF PAYMENTS.

The first installment of principal and interest shall accrue urder the Installment Note on March 1, 1987, and the final payment shall become due (unless sooner paid) on February 1, 1991. The Installment Note shall be treated as though the date; herein provided for were originally incorporated in the lote.

#### 4. CHANGING THE NOTE.

The Noteholder (PN-AMERICAN LIFE INSURANCE COMPANY) is expressly authorized and empowered to effect the modifications provided for herein, on the face of the Note, by interlineation or otherwise.

#### 5. SUPPLEMENT TO TRUST DEED

The Trust Deed executed and delivered to secure the payment of the Installment Note (Document Number 86620468

### 6. CONTINUING VALIDITY OF DOCUMENT'S

It is expressly agreed and covenant that the Installment Note and the Trust Deed shall be deemed modified and supplemented only in the respects herein to the culturally and the solution of the several shall that upon the foreclosure or any other enforcement of this Trust Deed, the Noteholder may select which of the several properties described in the Trust Deed to proceed against. Under no circumstances shall there be any marshalling of assets upon foreclosure or other enforcement, and the right is hereby given by the Mortgagor and reserved by the Trustee and Noteholder to foreclose upon one or more parcels of the real estate described in the Trust Deed or make partial releases or releases of security under the Trust Deed without notice to, or the consent, approval or agreement of, others in interest. Any such selective foreclosure or partial release shall not impair in any manner the validity of or priority of the Trust Deed on the security remaining, nor release the personal liability of the Mortgagor or Guarantors for the debt secured by the Trust Deed, if such liability is provided for.

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I, the undersigned, a Notory Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of 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 the said instrument as their own free and acknowledged that they signed and delivered the said instrument as their own free and coloring act and acknowledged that they signed and delivered the said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said has said of toth set forth; and the said Assistant Secretary to be affixed to said instrument as said Assistant Secretary's own tate seal of toth Company for the uses and purposes and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set 6.13.

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My Commission Expires 111718

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remain in full force and effect and all provisions not modified or supplemented shall be fully enforceable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written. AMERICAN NATIONAL BANK AND TRUST MORTGAGOR: COMPANY OF CHICAGO, a National Banking Association, not personally but solely as Trustee under a Trust Agreement dated 12/1/86 aka Trust Number 100793-09 ATTEST: Blice By: IVIDE PRESIDENT CHICAGO TITLE AND TRUST COMPANY, TRUSTEE: an Illinois corporation ATTEST: ASST. MICE PERSIDENT SHCHETARY APPROVED AND CONSENTED TO: PAN-AMERICAN LIFE INSURANCE COMPANY, corpogation ("Noteholder")

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THATCHER, ("Guarantor

his wife

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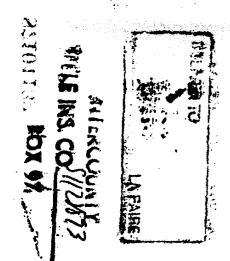
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