LOAN MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into as of the 2nd day of May, 1988, by and between FIRST OF AMERICA BANK - GOLF MILL, an Illinois Corporation ("BANK"), and LA SALLE NATIONAL BANK, Not Personally, but solely as Trustee 20.0U under Trust Agreement dated November 13, 1979, and known as Trust Number 101956 ("BORROWER").

WHEE EAS:

- A. The BOTHCWER has heretofore executed an Instalment Note dated December 1, 1986 in the principal amount of Three Hundred Twenty Five Thousand and no/100 DOLLARS (3225,000.00) ("NOTE") of which the BANK is presently the holder:
- The NOTE is secured by a Mortgage dated December 1, 1986 and recorded in the Recorder's Office of Cook County, Illinois on December 19, 1986 as Document Number 86609169 ("MORTGAGE") conveying to BANK certain real estate described in "Exhibit A - Parcel 1" attached hereto and by this reference incorporated herein ("REAL ESTATE");
- C. The NOTE is further secured by an Assignment of Rents bearing even date therewith and recorded in the Recorder's Office of Cook County, Illinois on December 19, 1986 as Document Number 86609170 ("ASSIGNENT_OF RENTS") assigning all the rents and profits from the REAL ESTATE;
- The NOTE is further secured by a Second Mortgage dated December 1. 1986 and recorded in the Recorder's Office of Cook County, Illinois on December 19, 1986 as Document Number 86609167 ("SECOND MORTGAGE") conveying to BANK certain real estate described in "Exhibit A - Parcel 2" attached hereto and by this reference incorporated herein ("REAL ESTATE");
- The NOTE is further secured by an Assignment of Rents bearing even date therewith and recorded in the Recorder's Office of Cook County, Illinois on December 19, 1985 as Document Number 86609168 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;

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- F. The BANK has disbursed to BORROWER the principal sum evidenced by the NOTE and has received partial payments from the lien of the hereinabove described;
- G. BORROWER has requested BANK to extend the date required for the payment of the hereinabove described NOTE, MORTGAGE, and SECOND MORTGAGE;
- H. BANK has agreed to extend the due date for the payment of the NOTE, MORTGAGE, and SECOND WORTGAGE provided BORROWER agrees to the following terms and conditions:

NOW THEREFORE, in consideration of the mutual covenants, premises and conditions herein contained and the payment of the sum of TEN AND NO/100 DOLLARS (\$10.00) the receipt of which is hereby acknowledged, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. The due date for the payment of the NOTE is extended from January 1, 1990 to May 2, 1993.
- 2. It is agreed, as of the date hereof, the unpaid principal balance evidenced by the NOTE is Three Hundred Eleven Thousand Seven Hundred Forty and 24/100 DOLLARS (\$311,740.24).
- 3. In consideration of BANK extending the due date to May 2, 1993, BORROWER agrees that the interest rate and payment of said interest on the principal sum and the payment of the principal sum all evidenced by the NOTE shall be amended as follows:

Interest shall be payable on the principal sum from May 2, 1988 on the balance of principal remaining from time to time unpaid at the rate of 10.25 percent per annum in instalments (principal and interest) as follows:

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Six Thousand Six Hundred Sixty One and 97/100 DOLLARS (\$6,661.97) on the 1st day of June, 1988 and on the 1st day of each and every month thereafter until the NOTE is fully paid except that the final payment of both principal and interest, if not sooner paid, shall be due on the 2nd day of May, 1993.

- 4. In the event a payment is ten (10) or more days past due, a late charge of Five Percent (5.0%) of the total payment amount or \$333.10 shall be due and payable.
- 5. The lien of the MORTGAGE, SECOND MORTGAGE, and ASSIGNMENT OF RENTS
 (2) are hereby modified and extended as security for the payment of the NOTE.
- 6. Except as modified herein, the terms, covenants, and conditions of the NOTE, MORTGAGE, SECOND MORTGAGE, and ASSUGMENT OF RENTS (2) shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this Agreement and the terms of the NOTE and/or MORTGAGE, SECOND MORTGAGE, and ASSIGNMENT OF RELTS (2), the terms herein shall control.
- 7. This Loan Modification and Extension Agreement shall in no way be construed as a release of BANK'S original loan and shall in no way or sjudice its rights in connection therewith.
- This Agreement shall be governed by and construed under the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

BANK:

FIRST OF AMERICA BANK - GOLF MILL

Robert L. Tarrowski

Vice President

Attest:

William V. Taculla Vice President BORROWER:

LA SALLE NATIONAL BANK,

Not Personally, But As Trustee under

Trust No. 101956-

By:

ASSISTANT VICE PRESIDENT

Attest

ÁSSISTANT SECRETARY

GUARANTORS CONSENT TO LOAN MODIFICATION AND EXTENSION ASTAFAENT

The undersigned, endorser or endorsers, guarantor or guarantors or other secondary obligator or obligors, including an original unreleased borrower or borrowers hereby consent to the changes set forth in this Loan Modification and Extension Agreement herein and by their signature state their continuing obligation to be bound under the terms of the Note.

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natrument is executed by LASALIE MATICICAL BANK, not personally but my as Trustee as aforesaid, in the exercise of the power and authority senferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALIE MATICICAL BANK are undertakes by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be unfortunable springt LASALIE MATICICAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALIE MATICICAL BANK, either individually or so Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being empressly vaived by every person now or hereafter claiming any right or security hereunder. He duty shall rest upon LASALIE CATCICAL BANK, personally or as said Trustee, to sequester the reats, is a and prefits arising from the disposition thereof; but so far as said trustee and its successors and said LASALIE MATICICAL BANK personally are sensored, the legal helder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the nertosforeezacted in the manner provided therefore and an provided in said note or by active to exferce the personal liability of the guaranter, if

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"EXHIBIT A"

PARCEL 1

Lots 23 and 24 in Goodson and Wilson's Fifth Devon Cicero Avenue Addition, being a subdivision of part of the South 35 acres of the West Half (1/2) of the South West Quarter (1/4) of Section 34, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

10-34-314-034

Property Address:

6520 North Keating

Lincolnwood, Illinois 60646

PARCEL 2

The East Half (1/2) of Lot 148 and all of Lots 149, 150, 151, and 152 in William H. Britgan's Budlong (Woods) 30lf Club Addition being a subdivision of the South Half (1/2) of the West Half (1/2) of the North Fast Quarter (1/4) of Section 12, Township 40 North, Range 13, 203° of the Third Principal Meridian, all in Cook County, Illinois.

Permanent Index Numbers: 13-12-223-041 and 13-12-273-042

Property Address:

2600-2610 West Berwyn Avenue

Chicago, Illinois 60625

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STATE OF ILLINOIS) Oc
COUNTY OF COOK
COUNTY OF COOK
I, EVELYN F, MOORE a Notary Public in and for said
County in the State aforesaid, DO HIREBY CERTIFY THAT CORTNNE BEK
Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLIMM WELTER
Assistant Secretary of said Bank personally knwon 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 Arejatant Secretary did also
then and there acknowledge that he, as custodism of the Corporate Seal of said
Bank, did affix said corporate seal of said Bank to said fintrument 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.
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GIVEN under my hand and Notarial Seal this // day of Jilly
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STATE	OF	ILLINOIS	()	SS
COUNTY	OF	Cook)	JJ

I, the	e undersign	ied, a	notary	public	in	and	for	the	said	County,	in	the	State
	DO HEREBY									Soce			

personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the y signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10. day of Many, 1988.

Property of Cook County Clark's Office Melye W County
Notary Public

PREPARED BY

FIRST OF AMERICA BANK-GOLA MILL

GIO, GREENWOOD LAW

Niles, D. 60648

ATTN: KAREN PRUBAN

BOX.333-HV

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Property of Cook County Clerk's Office

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