- WHEREAS: The BORROWER has heretofore executed a Principal Note dated October 2, 1989 in the principal amount of Nine Hundred Forty-Six Thousand and 00/100 (\$946,000.00) Dollars ("NOTE"), of which the LENDER is presently the holder;
- The NOTE is secured by a Trust Deed dated October 2, 1989 and recorded 2. in the Recorders Office of Cook County, Illinois as document number 89525816 ("TRUST DEED"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
- The NOTE 13 further secured by an Assignment of Rents of even date therewith and recorded in the Recorders Office of Cook County, 3. Illinois as accument number 89525817 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;
- The NOTE is further secured by a Collateral Assignment of the Beneficial Interest in that certain Land Trust which is known as Mid 4. Town Bank and Trust Company of Chicago a/t/u Trust Agreement dated 9/5/89 a/k/a Trust No. 1727 ("ASSIGNMENT OF BENEFICIAL INTEREST") which land trust holds title to the described REAL ESTATE;
- The Note is further secured by a Personal Guaranty (GUARANTY) dated of even date therewith and executed by the GUARANTOR(S) guaranteeing repayment of the indebtedness evidenced by said NOTE;
- The LENDER has disbursed to BORKCWER the sum of Nine Hundred Forty-Six 6. Thousand and 00/100 (\$946,000.00) Dollars which amount represents partial disbursement of the principal sum of the indebtedness evidenced by the NOTE;
- The interest rate evidenced on said NOTE is one and one-half (1.5) percentage points over the prime interest rate in effect from time to time at Mid Town Bank and Trust Company of Chicago -- the prime interest rate is subject to change ("Recular Interest") plus forty 7. (40) percent per annum ("Contingent Interest")
- The parties hereto desire to modify the NOTE, TRUST DEED, ASSIGNMENT OF RENTS and any and all other documents securing the loan, hereinafter referred to collectively as the "LOAN DOCUMENTS", for the purpose of deferring the prepayment required during the period beginning 12 months from date of disbursement through 15 months from date of disbursement and securing the NOTE with additional real estate described in Exhibit "B" attached hereto and by this reference incorporated herein ("REAL ESTATE #2");
- The LENDER has agreed to such modification pursuant to the terms and conditions of a commitment of the LENDER dated September 14, 1990 ("COMMITMENT"), the terms of which are incorporated herein by this 9. reference.

NOW THEREFORE, notwithstanding anything contained in the NOTE, TRUST DEED, ASSIGNMENT OF RENTS AND GUARANTY, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

The NOTE is further secured by a Mortgage dated September 17, 1990 and recorded in the Recorders Office of Cook County, Illinois as document number 90 16/709 ("MORTGAGE") conveying to LENDER the REAL ESTATE #2 described in Exhibit "B" attached hereto and by this reference incorporated herein. 90465222

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- LENDER hereby agrees to defer payment of the prepayment required in the NOTE and TRUST DEED and acknowledges that nonpayment of said В. prepayment will not trigger a default under this loan, and consents to nonpayment of the Regular Interest until the loan made by Mid Town Bank and Trust Company of Chicago is in balance, so long as provisions 1 and 2 in the COMMITMENT are met.
- c. The maturity date of the loan is hereby amended to November 26, 1991.
- Except as modified herein, the terms, covenants and conditions of the TRUST DEED, ASSIGNMENT OF RENTS AND GUARANTY shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of the D. NOTE and/or TRUST DEED, ASSIGNMENT OF RENTS AND GUARANTY, the terms herein shall control.
- The lien of the TRUST DEED and ASSIGNMENT OF RENTS are hereby modified as scourity for the payment of the principal sum evidenced by the NOTE E. and amended by this MODIFICATION AGREEMENT.
- This agreement shall be governed by and construed under the laws of the State of Illinois.

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

MID TOWN, DEVELOPMENT COPPORATION ("LENDER")		
By: Many Hoche		
Mary Roche, President		
Attest: Secretary Benita Terry, Assistant Secretary		
BORROWER:		
MID TOWN BANK AND TRUST COMPANY OF CHICAGO,		
not personally but as Trustee aforesaid:		
By: Deborah Stephanites, Trust Officer	1990	il 4 XOCO
Attest: Larner (Resaire)	S 63S	100
Carmen Rosario, Assistant Secretary	25	22 X
GUARANTOR(S):	## ## ## ## ## ## ## ## ## ## ## ## ##	
825 WEST EVERGREEN BUILDING PARTNERSHIP, an Illinois	50	NON STOR
general partnership	2	
Howard Welner General Partner	9	
By:	₩ 1	
CIA Str. VX X	652	
Paniel Drew, General Partner	77	
Allem (d)		
Noward Weiner		
J. Michael Drew		
Daniel Drew		

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CHICAGO, TITLE AND TRUST COMPANY OF CHICAGO ("TRUSTEE")
By: VICE CONTROLS A
Attest: XOMMY MARKET
ABBO BROWN AND
STATE OF ILLINOIS )
COUNTY OF COOK )
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mary Roche, President of Mid Town Developmer: Corporation, an Illinois corporation, and Benita Terry, Assistant Secretary of said Illinois corporation, personally known to me to be the same rersons whose names are subscribed to the foregoing instrument as such 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 voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own 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 Notarial Seal this September 17th, 1989.
Notary Public
My_commission_expireq:
OFFICIAL MAL LILA PHILLIPS INGTART PUBLIC STATE OF ILLEROUS LIT. COMMUNICAL MED., 1907. 39,1992
STATE OF ILLINOIS )
COUNTY OF COOK )
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Deborah Stephanites, Trust Officer of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Carmen Rosario, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer 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 voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own 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 Notarial Seal this September 17, 1989.

My commission expires:

OPPICIAL SEAL
LILA PHILLIPS
BOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MOV. 50,1992

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STATE OF ILLINOIS ) COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Howard Weiner, J. Michael Drew and Daniel Drew, as General Partners of 825 West Evergreen Building of Drew, Partnership, an Illinois general partnership, and individually, are known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this September 17, 1990.

My commission cypires:

OFFICIAL MAL LILA PHILLIPS MOTARY BUILD STATE OF ILL WAS M7 COMMISSION EXP. NOV. 50,1992

STATE OF ILLINOIS ) COUNTY OF COOK

I, the undersigned, a Notary Liblic in and aforesaid, DO HEREBY CERTIFY, that , in the State

Trust Company, an Illinois corporation, and United Little ASST. SECRETARY said Illinois corporation, personally known to me to be the

same persons whose names are subscribed to the foregoing instrument as such ASST. SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the did also then and there acknowledge that he, as custodian of the corporate seal of said (proporation did affix said

corporate seal to said instrument as his own 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 Notarial Seal this 17th day of September, 1989.

Notary Public

My commission expires:

"OFFICIAL SEAL" Ethel Sims Notary Public, State of Illinois My Commission Expires 6/21/92

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION FOR REAL ESTATE #1

19 TO 30 IN 3.

CICAGO IN SECTION

NCIPAL MERIDIAN, IN CO.

DMMONLY KNOWN AS: 825 WEST EVE.

TAX I.D. NG: 17-05-225-020-0000 LOTS 19 TO 30 IN JOHN A. YALES SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TOCHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD

18. **(197**) - 18. (197) - 19.

Property of Coot County Clerk's Office

#### EXHIBIT "B"

#### LEGAL DESCRIPTION FOR REAL ESTATE #2

LOTS 30, 31, 32, 33 AND 34 (EXCEPT THE WEST 25 FEET OF EACH OF SAID LOTS) IN SUBDIVISION OF BLOCK 6 OF BUENA PARK AND THE WEST 205 FEET OF LOTS 18 AND 21 IN IGLEHART'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4102-24 NORTH KENMORE, CHICAGO, ILLINOIS

TAX ID. NO: 14-17-401-029-0000, 14-17-401-030-0000, 14-17-401-031-0000 & 14-17-401-032-0000

Prepared by & after recording return to:
Mid Town Bank & Trust Compan()
2021 North Clark street
Chicago, I1. 60614
Attn.: Carmen Rosario

HERE'S THE TO SEE THE SECTION OF SECTION S.

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