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SECOND AMENDMENT TO INSTALMENT NOTE, TRUST DEED AND SECURITY AGREEMENTS

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THIS AMENDMENT made this 15th day of October, 1990 by and between Water Tower Bank (Lender), American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated June 1, 1989 and known as Trust No. 108607-08 (Trustee), and G. & G Real Estate Partnership (Beneficiary) and Alvin M. Golub and Harold Golub (Guarantors)

DEPT-01 RECORDING \$16.25
FRAN 9134 10/26/90 14:55:00
#5267 ÷ C #90-524600
COOK COUNTY RECORDER

WHEREAS, reference is hereby made to a \$850,000.00 Loan (Loan) made by Lender for the benefit of Beneficiary and Guarantors evidenced by that certain Trust Deed and Instalment Note dated July 6, 1989 made by the Trustee of the Trust as Maker, and payable to order of Bearer; payment of said Loan and performance of the terms and conditions thereof is secured by the following (collectively called Security Agreements):

- a) Trust Deed dated July 6, 1989 made by the Trustee of the Trust, recorded with the Recorder of Deeds of Cook County, Illinois (Recorder) on July 7, 1989 as Document No. 89310257 which Trust Deed affects the real estate legally described to wit:
Lots 3 to 10 and Lot 40 in Block 1 in W. F. Dominick's Subdivision of Lots 1, 2 and 3 in Block 14 of Sheffield's Addition to Chicago, being a Subdivision in Sections 29, 31, 32 and 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois
P.I.N. 14-32-123-032; 14-32-123-033; 14-32-123-034;
14-32-123-035; 14-32-123-029 c/k/a 2100-1st N. Southport
- b) Assignment of Rents dated July 6, 1989 made by the Trustee of the Trust in favor of Lender as Assignee, recorded with the Recorder on July 7, 1989 as Document No. 89310258;
- c) Security Agreement (Beneficial Interest in Land Trust) dated July 6, 1989 made by Beneficiary in favor of Lender with respect to the Trust;
- d) Security Agreement (Beneficial Interest in Land Trust) dated May 23,

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1989 in American National Bank and Trust Company of Chicago, Trust No. 108330-02 made by Beneficiary in favor of Lender with respect to the Loans;

e) Security Agreement (Beneficial Interest in Land Trust) dated June 17, 1986 in American National Bank and Trust Company of Chicago, Trust No. 62791 made by Beneficiary in favor of Lender with respect to the Loans;

f) Security Agreement (Beneficial Interest in Land Trust) dated September 13, 1986 in American National Bank and Trust Company of Chicago, Trust No. 64745 made by Beneficiary in favor of Lender with respect to Loans;

g) Security Agreement (Beneficial Interest in Land Trust) dated December 22, 1988 in American National Bank and Trust Company of Chicago, Trust No. 107180-05 made by Beneficiary in favor of Lender with respect to the Loans;

h) Security Agreement (Beneficial Interest in Land Trust) dated June 17, 1986 in Aetna Bank, Trust No. 10-2907 made by Beneficiary in favor of Lender with respect to the Loans.

i) Assignment of Water Tower Bank Savings Account No. 7010737;

j) Continuing Guarantee dated July 6, 1989 made by Alvin A. Golub in favor of Lender with respect to the Trust and Beneficiary.

k) Continuing Guarantee dated July 6, 1989 made by Harold Golub in favor of Lender with respect to the Trust and Beneficiary.

WHEREAS, the Trustee of the Trust, Beneficiary and Guarantors have requested Lender to extend the maturity date of said Loan, and Lender is agreeable to the extension of Loan maturity date.

NOW THEREFORE, the Trustee of the Trust, the Beneficiary, the Guarantor and

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Lender hereby agree as follows:

1. The principal balance of the Loan outstanding as of the date of this Amendment is \$850,000.00.
2. The final payment of principal and interest, if not sooner paid, shall be due on the 14th day of December, 1990.
3. The Instalment Note and Security Agreements are hereby amended by this Amendment.
4. Except as specifically provided herein, the Instalment Note, the Security Agreement and the Guaranties remain in full force and effect and are hereby ratified and confirmed in their entirety by the respective parties thereto.
5. The Beneficiary represents and warrants and the Trustee of the Trust represents to Lender that there is no default under the Note and the Security Documents.
6. By their execution hereof, the Guarantors consent to the increase in the principal amount of the Note and extension thereof and acknowledge that the Guarantees remain in full force and effect.
7. This Amendment is executed by the Trust, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in such Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any liability on such Trustee to personally perform an express or implied covenant, condition, or obligation under this Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Amendment, but nothing herein shall release, waive, modify, or discharge the liability and obligations of the Guarantors under the Guaranty.

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and to all other persons who are entitled to the same.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as the day and year first above written.

Beneficiary:

G & G REAL ESTATE PARTNERSHIP

WATER TOWER BANK

By: R. J. [Signature]

By: [Signature]
Alvin Golub, Partner

Title: Senior Vice President

By: [Signature]
Harold Golub, Partner

• [Signature]
Alvin M. Golub, Guarantor

• [Signature]
Harold Golub, Guarantor

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO,
not personally but solely as Trustee as aforesaid

By: [Signature]
Second Vice President

Attest: [Signature]
ASSISTANT SECRETARY

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Notwithstanding to what may appear on this document

THIS DOCUMENT IS THE PROPERTY OF THE CLERK OF COOK COUNTY

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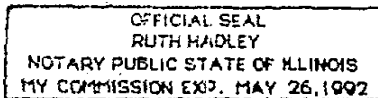
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the Undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Alvin Golub and Harold Golub, Partners of G & G Real Estate Partnership who are personally 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, 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 Notarial Seal this 26th day of October, 1990.

Ruth Hadley
Notary Public

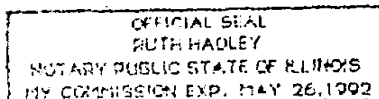


STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the Undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Alvin Golub and Harold Golub who are personally 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, 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 Notarial Seal this 26th day of OCTOBER, 1990.

Ruth Hadley
Notary Public



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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 Peter H. Johansen, the Senior Vice President of American National Bank and Trust Company of Chicago and Anita M. Lutkus, the ASSISTANT SECRETARY who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Senior 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 voluntary act and as the free and voluntary act, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that he, as custodian of the corporate seal, did affix the corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 26 day of OCT 26 1990, 1990.

L. M. Soviński
Notary Public

"OFFICIAL SEAL"
L. M. Soviński
Notary Public, State of Illinois
My Commission Expires 6/27/92

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 R. Kent Windegeth, Senior Vice President of Water Tower Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Senior Vice President then and there acknowledged that (s)he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his/her 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 26th day of OCTOBER 1990.

Notary Public

Ruth Hadley
OFFICIAL SEAL
RUTH HADLEY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 26, 1992

30524600

MAIL TO: **UNOFFICIAL COPY**
R. HADLEY
WATER TOWER BANK
415 N. LA SALLE
Chicago, IL 60610



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