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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Prepared by and return to:
Gerald M. Petacque
Attorney at Law
19 West Jackson Boulevard
Chicago, Illinois 60604

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MORTGAGE LOAN MODIFICATION AND EXTENSION AGREEMENT

This Agreement dated this 8th day of November, 1990 by and between NBD Trust Company of Illinois, Successor Trustee to NBD Skokie Bank, N.A. f/k/a First National Bank of Skokie, as Trustee under Trust Agreement dated May 1, 1987 and known as Trust 52348T (Mortgagor), Garden Court III, Inc. (Beneficiary), Affiliated Bank as successor in interest by merger) to Affiliated Bank/North Shore National (Mortgagee), Vance Shaf and Albert Eskinazi (Guarantors).

WHEREAS, the Mortgagor is indebted to Mortgagee on a Mortgage Note dated March 26, 1990 in the original principal sum of \$745,000 (hereinafter referred to as the \$745,000.00 note); and

WHEREAS, the \$745,000.00 Note is secured by a mortgage dated March 26, 1990 and recorded May 30, 1990 as document No. 901.42590 in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Mortgage") on the following described real estate as set forth in Exhibit A attached hereto and made a part hereof.

WHEREAS, as further Security for the Loan, Mortgagor and/or BENEFCIARY have executed and delivered to Mortgagee certain other documents evidencing or securing the \$745,000.00 Note (collectively referred to as the "Other Loan Documents"), including that certain Assignment of Rents and Leases of even date with the \$745,000.00 Note and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on May 30, 1990 as Document No. 90142591, and that certain Security Agreement of even date with the \$745,000.00 Note and certain other financing statements and other documents; and

WHEREAS, as further security for said Loan, Guarantors have executed and delivered to the Mortgagee certain Guaranty of the \$745,000.00 Note and Mortgage (the "Guaranty") of even date with the \$745,000.00 Note;

WHEREAS, Mortgagor, Guarantors and Mortgagee have asked to extend the maturity date of the \$745,000.00 Note as hereinafter modified.

WHEREAS Mortgagor is indebted to Mortgagee on a Mortgage Note dated July 5, 1990 in the original principal sum of \$435,000.00 (hereinafter referred to as the \$435,000.00 Note).

WHEREAS the \$435,000.00 Note is secured by a Mortgage dated

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July 5, 1990 and recorded July 9, 1990 as document No. 90325593 in the Office of the Recorder of Deeds of Cook County, Illinois on the real estate described in Exhibit A.

WHEREAS, as further security for the Loan, Mortgagor and/or BENEFICIARY have executed and delivered to Mortgagee certain other documents evidencing or securing the \$435,000.00 Note (collective referred to as the "other Loan Documents"), including that certain Assignment of Rents and Leases of even date with the \$435,000.00 Note and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on July 9, 1990 as Document No. 90325593, and that certain Security Agreement of even date with the \$435,000.00 Note, and certain other financing statements and other documents; and

WHEREAS, as further security for said Loan, Guarantors have executed and delivered to Mortgagee certain Guaranty of \$435,000.00 of this Note and Mortgage (the "Guaranty") of even date with the \$435,000.00 Note.

WHEREAS, BENEFICIARY requested that Mortgagee increase the amount of the loan by an additional \$200,000.00 (the "Additional Loan Amount"), and Mortgagee is agreeable to same upon the terms and conditions hereinafter set forth; and

WHEREAS, to evidence the Loan Amount, Mortgagor shall deliver to Mortgagee a Supplemental Mortgage Note dated as of the date hereof (the "Supplemental Note"), payable to the order of the Mortgagee for the Additional Loan Amount, with monthly payments, interest and final maturity as set forth therein, which Supplemental Note shall be guaranteed by the GUARANTORS pursuant to a "Supplemental Guaranty of Note and Mortgage" dated as of the date hereof (the "Supplemental Guaranty").

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants and conditions hereinafter set forth agree as follows:

1. That recitals contained in this Agreement are made a part hereof.
2. The unpaid principal balance of the \$745,000.00 Note and any accrued unpaid interest shall be due and payable on August 1, 1992.
3. The indebtedness formerly evidenced by the \$435,000.00 Note is now and hereafter evidenced by the Supplemental Mortgage Note and \$435,000.00 Note and is guaranteed by the Guarantors of the Guaranty of Mortgage of Note and Supplemental Guaranty of Mortgage and Notes.
4. All terms and provisions of mortgages, notes and guaranties, assignments of rents and any loan documents securing such mortgages shall remain in full force and effect except as

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IN WITNESS WHEREOF

I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

Deputy Clerk

Deputy Clerk

Deputy Clerk

Deputy Clerk

Deputy Clerk

Deputy Clerk

Deputy Clerk

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modified by this Agreement. The provisions of this Agreement shall not alter, amend, change, modify or discharge any of the other covenants and conditions contained in the aforesaid loan documents and the guaranties and Guarantors agree to be bound by and reaffirm their guaranties and hereby acknowledge the legal benefit in consideration for this Agreement. All of the terms and consideration and agreements herein shall bind and the benefits shall inure to successor and assign to Mortgagee and Mortgagor and maker and their heirs, executors, administrators, assigns of Guarantors.

5. This Mortgage Loan Modification and Extension Agreement is executed by the Mortgagor, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and NBD Trust Company of Illinois, Successor Trustee to NBD Skokie Bank, N.A. f/k/a First National Bank of Skokie, as Trustee under Trust Agreement dated May 1, 1987 and known as Trust 52348T hereby warrants that it possess full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally or on NBD Trust Company of Illinois, Successor Trustee to NBD Skokie Bank, N.A. f/k/a First National Bank of Skokie, as Trustee under Trust Agreement dated May 1, 1987 and known as Trust 52348T personally to pay the Note or any interest or late charge that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by MORTGAGEE and by every person now or hereafter claiming any right of security hereunder.

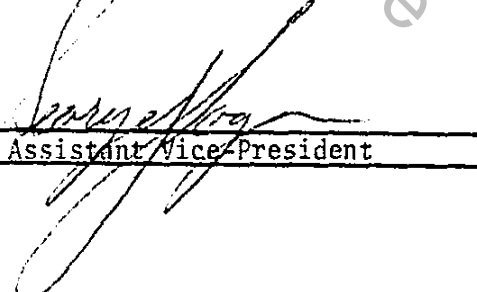
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MORTGAGEE:

NBD TRUST COMPANY OF ILLINOIS,
SUCCESSOR TRUSTEE TO NBD SKOKIE
BANK, N.A. f/k/a FIRST NATIONAL BANK
OF SKOKIE, AS TRUSTEE UNDER TRUST
AGREEMENT DATED MAY 1, 1987 AND
KNOWN AS TRUST 52348T

ATTEST:

By: 
Its: Assistant Secretary

By: 
Its: Assistant Vice-President

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Document of the
State of Illinois
County of Cook
City of Chicago
In and for the County of Cook
State of Illinois
I, the undersigned, Clerk of the
County of Cook, State of Illinois,
do hereby certify that the
within and foregoing is a true and
correct copy of the original
as the same appears on the
records of the County of Cook,
State of Illinois.

Witness my hand and the seal of the
County of Cook, State of Illinois,
this _____ day of _____,
A.D. 19____, and of the
independence of the United States
of America the _____ day
of _____, 1776.

CLERK OF THE COUNTY OF COOK,
STATE OF ILLINOIS

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11/13/2003

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BENEFICIARY:

90555287
GARDEN COURT, III

By: *James Ely*
Its: *Sec.*

MORTGAGEE: *

AFFILIATED BANK AS SUCCESSOR IN
INTEREST BY MERGER TO AFFILIATED
BANK/NORTH SHORE NATIONAL

By: *Vincent J. Laughlin*
Its: *2ND VICE PRESIDENT*

GUARANTORS:

The undersigned as Guarantors hereby
consent to and agree to the
foregoing Mortgage Loan Modification
and Extension Agreement and Further
re-adopt and reaffirm their
Guarantees and that they shall
remain in full force and effect
notwithstanding this Mortgage Loan
Modification and Extension
Agreement.

James Ely
VANCE SMITH

Albert Eskinazi
ALBERT ESKINAZI

*Mortgagee hereby consents to the Plat of Subdivision which has been
heretofore recorded.

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BY [illegible]
DEPUTY CLERK OF COURT
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George J. Logan and Robert Swartz personally known to me and known by me to be the Asst. Vice President and Assistant Secretary, respectively, of NBD Trust Company of Illinois, in whose name, as Trustee, the above and 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 NBD Trust Co. of Illinois as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged the he as custodian of the corporate seal of said NBD Trust Co. of ILL did affix the said corporate seal to said instrument as his free and voluntary act of said NBD Trust Company of Illinois as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of November, 1990.

Joseph F. Sochacki
Notary Public



My Commission Expires:

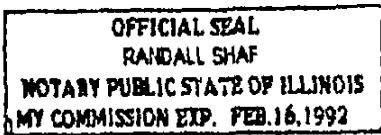
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, RANDALL SHAF, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that VANCE SHAF and ALBERT ESKINAZI, personally known to me to be the persons whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said Instrument of writing and executed same as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of NOVEMBER, 1990.

Randall Shaf
Notary Public

My Commision Exipires:



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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COURT HOUSE
JAN 14 10 40 AM '99

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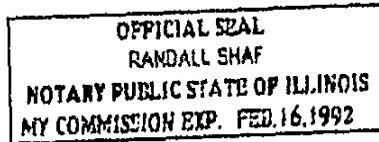
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I, RANDALL SHAF, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that VINCENT G. LAUGHLIN personally known to me to be the 2ND VICE PRES of AFFILIATED BANK AS SUCCESSOR IN INTEREST BY MERGER TO AFFILIATED BANK/NORTH SHORE NATIONAL, a National Banking Association, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument of writing as such officer of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN Under my hand and Notarial Seal this 8 day of NOVEMBER 1990.

Randall Shaf
Notary Public



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INVESTIGATION REPORT
NO. 100-100000-1000
DATE: 10/10/00
BY: [illegible]
SUBJECT: [illegible]

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SEARCHED
SERIALIZED
INDEXED
FILED

10/10/00

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EXHIBIT.

LEGAL DESCRIPTION

THE LAND IS NOW KNOWN AS LOTS 1 THROUGH 12 AND OUTLOT A IN GARDEN COURT III BEING A RESUBDIVISION OF LOTS 5, 6 AND 7 OF NORTHBROOK COUNTRYSIDE FARMETTES SUBDIVISION IN THE SOUTH WEST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND IS SUBJECT TO ALL OF THE EASEMENTS, BUILDING LINES, COVENANTS AND RESTRICTIONS CONTAINED IN SAID PLAT

PERM TAX NO.
04-07-401-008-0000

PERM TAX NO.
04-07-401-009-0000

PERM TAX NO.
04-07-401-010-0000

3710 WALTERS
NORTHBROOK, ILLINOIS

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