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#### SECOND MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND OTHER LOAN DOCUMENTS

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THIS SECOND MODIFICATION (hereinafter referred to as "this Modification"), dated as of the 1st day of April, 1990, is executed by BOULEVARD BANK NATIONAL ASSOCIATION, not personally or individually, but as Trustee under Trust Agreement dated June 25, 1986 and known as Trust Number 8310 (hereinafter referred to as "Mortgagor"), and MONROE CENTRE VENTURE, an Illinois limited partnership (hereinafter referred to as "Beneficiary"), to and for the benefit of BOULEVARD BANK NATIONAL ASSOCIATION (hereinafter referred to as "Mortgagee").

#### RECITALS

- A. To evidence a lean (hereinafter referred to as the "Loan") from Mortgagee to Mortgagor, Mortgagor executed and delivered to Mortgagee a certain Principal Note dated August 21, 1986 in the principal amount of FIVE MILLION AND NO/100 (\$5,000,000.00) DOLLARS (said Principal Arte is hereinafter referred to as the "Note"). The stated "Maturity Date" (as defined in the Note) of the Note is August 31, 1991.
- B. As security for the Note, Mortgagor did execute and deliver to Mortgagee a Mortgage and Security Agreement dated concurrently with the Note (hereinafter referred to as the "Mortgage"), which Mortgage was recorded on August 26, 1980 with the Recorder of Deeds of Cook County, Illinois, as Document No. 86376057, on certain real estate legally described in Exhibit "A" attached hereto and by this reference incorporated herein.
- C. Pursuant to loan commitment letters dated June 28, 1988, accepted July 15, 1988, and February 20, 1990, accepted February 27, 1990 (hereinafter referred to collectively as the

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"Commitments"), by First Modification of Note dated August 9, 1988 (hereinafter referred to as the "First Note Modification"), the principal amount of the Note was increased by ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS to SIX MILLION AND NO/100 (\$6,000,000.00) DOLLARS, and by Second Modification of Note dated of even date herewith (hereinafter referred to as the "Second Note Modification"), subject to satisfaction of certain conditions set forth therein, the Maturity Date of the Note will be extended to and including Jebruary 29, 1992 and Mortgagor was given the right to further extend the Maturity Date of the Note to August 31, 1992, and the amount of the Note will be further increased, effective September 1, 1991, by an additional THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000.00) POLLARS to SIX MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000.00) POLLARS to SIX MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000.00) DOLLARS, as provided therein.

- D. By First Modification of Mortgage and Security
  Agreement and Assignment of Rents and Lessor's Interest in Leases
  dated August 9, 1988 and recorded on September 16, 1988 as Document
  No. 88423678 (hereinafter referred to as the "Mortgage
  Modification"), the Mortgage and the \*szignment of Rents and
  Lessor's Interest in Leases (hereinafter referred to as the
  "Assignment") were modified to refer to the No:e as modified by the
  First Note Modification (hereinafter referred 10 as the "Modified
  Note").
- E. The other documents (hereinafter referred to as the "Other Loan Documents") evidencing and securing the Loan were also modified by modification documents dated August 9, 1980 to refer to the Note as modified by the First Note Modification (such modification documents, together with the Mortgage Modification, are hereinafter collectively referred to as the "Prior Modifications").
- F. As a condition to the Second Note Modification,
  Mortgagee is requiring this Modification of the Mortgage, Assignment
  and Other Loan Documents, wherein the Mortgage, Assignment and Other
  Loan Documents are modified to refer to the Modified Note as further
  modified by the Second Note Modification.

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NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Incorporation of Recitals. The Recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1.
- References to Note and Maturity Date. From and after the date hereof, (i) the Mortgage, Assignment and Other Loan Documents shall be deemed to secure the Modified Note as modified by the Second Note Vadification, (ii) any and all references in the Mortgage, Assignment and Other Loan Documents to the Note shall be deemed to refer to the Note as modified by the First Note Modification and the Second Note Modification, and (iii) any and all references in the Mortgage Assignment and Other Loan Documents to the Maturity Date shall be deered to refer to the Maturity Date subject to the rights of Mortgager to extend the Maturity Date as provided in the Second Note Modification.
- References to Loan Documents. Any and all references in the Mortgage, Assignment and Other Loan Documents to the Loan Documents shall, from and after the date heleof, be deemed to refer to such Documents as modified by the Prior Modifications and this Modification. All references in Paragraph 46 of the Mortgage and elsewhere in the Loan Documents to the "Commitment" or to any loan commitment shall be deemed to include the Commitments and any further modifications thereof or supplements thereto.
- Reaffirmation of Representations and Warranties. Mortgagor and Beneficiary hereby reaffirm as true and correct in all respects, as of the date hereof, any representations and warranties contained in the Mortgage, Assignment and Other Loan Documents, as modified by the Prior Modifications.
- Reaffirmance of Covenants. Mortgagor and Beneficiary 5. do hereby reaffirm and agree to perform all of the terms, covenants,

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conditions and obligations applicable to such parties as set forth in the Commitments and in the Mortgage, Assignment and Other Loan Documents, as modified by the Prior Modifications and as herein further modified.

- 6. Laws of Illinois. This Modification shall be governed and construed under the laws of the State of Illinois.
- 7. Full Force and Effect: Inconsistency. Except as modified herein and in the Prior Modifications, the terms, conditions and covenants of the Mortgage, Assignment and Other Loan Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Modification and the Mortgage, Assignment and Other Loan Documents, as modified by the Prior Modifications, the terms herein shall first control.
- Trustee Exculpation. This Modification is executed by 8. BOULEVARD BANK NATIONAL ASSOCIATION, not personally, but as Trustee under Trust Agreement dated Jure 25, 1986 and known as Trust No. 8310, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said BOULEVARD BANK NATIONAL ASSOCIATION personally to pay the Modified Note, as modified by the Second Note Modification, or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability if any, being expressly waived by the holder of the Modified Note, as modified by the Second Note Modification, and by every person now or hereafter claiming any right or security thereunder, and that so far as BCULEVARD BANK NATIONAL ASSOCIATION personally is concerned, the holder or holders of the Modified Note, as modified by the Second Note Modification, and the owner or owners of any indebtedness accruing thereunder shall look solely to the collateral for the payment thereof, by the enforcement of the lien created by the Mortgage, Assignment or Other Loan Documents, as modified by the

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Prior Modifications and hereby, in the manner therein and in the Modified Note, as modified by the Second Note Modification, provided or by action to enforce the personal liability of any guarantor of the Modified Note, as modified by the Second Note Modification.

IN WITNESS WHEREOF, Mortgagor and Beneficiary have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

BOULEVARD BANK NATIONAL ASSOCIATION, not personally but Sold By: solely as Trustee under Trust Agreement dated June 25, 1986 and known as Trust No. 8310

Its

MONROE CENTRE VENTURE, an Illinois limited partnership

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Clarks
Office

**BENEFICIARY:** 

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#### CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and approves the foregoing Second Modification.

Dated: March 1, 1990.

BOULEVARD BANK NATIONAL ASSOCIATION

PA: 523 W. MONROE PIN: 17-16-106-023

14: 523 W
10: 17-16-106-2

MAIL TO: KATZ RANDANIA
200 N. CASALLE
14 2360

Ch40 II. 60601

BOX3 33

LEGAL DESCRIPTION

#### Parcel 1:

Sub Lots 1 to 8, inclusive, in James D. F. Ogden's Subdivision of Lot 1 in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

The vacated alley extending East from DesPlaines Street bounded on the North by Sub Lots 1 to 4, inclusive, and bounded on the South by Sub Lot 5 in James D. P. Ogden's Subdivision of Lot 1 in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 3:

Lot 2 in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 4:

Lot 1 (except the East 115 feet thereof) in Collins Subdivision of Lots 3 and 4 in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 5:

All that part of East and West To foot Public Alley lying North of and adjoining the North line of Lot 1 South of and adjoining the South line of Lots 9 and 10 and Westerly of a line drawn from the South East corner of said Lot 9 to a point on the North line of said Lot 1 said point being 44 feet East of the West line of said Lot all in Collins Subdivision of Lots 2 and 4 in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 6:

Lots 9 and 10 in Collins Subdivision of Lots 3 cm<sup>2</sup> 4 in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 7:

All that part of the East and West 16 foot vacated alley designated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, October 10, 1962 as Document 18615171, being the South 16 feet of that part of Lot; 2 lying East of alley of Block 26 of School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, together with the South 16 feet of that part of Lot 1 lying West of alley in Collins' Subdivision of Lots 3 and 4 in Block 26 of School Section Addition to Chicago aforementiones; also the North 16 feet of the remaining North South portion of the circular shaped vacated alley opened by Council order, Assessment confirmed July 6, 1957 as lies within Lot 2 in Block 26 of said School Section Addition to Chicago, as colored in red and indicated by the words "to be vacated" on the Plat attached to Ordinance of Vacation of the City Council of the City of Chicago, recorded September 1, 1971 as Document 2160636, all in Cook County, Illinois.

#### Parcel 8:

All that part of the circular-shaped fifteen (15) foot public alley opened by Council Order, Assessment confirmed July 6, 1857, as lies within Lot Two (2) of Block Twenty-Six (26) of the School Section Addition to Chicago, being a part of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, as vacated by Ordinance of the City Council of the City of Chicago duly enacted on July 13, 1962 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 10, 1962 as Document No. 18615177.

#### EXHIBIT "A"

40277661

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STATE OF ILLINOIS )
COUNTY OF COOK )

I, Lawrence M. Gritton, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Alex Beresoff, as Assistant Vice President of Boulevard Bank National Association, a national banking association, as Trustee under Trust Agreement dated June 25, 1986 and known as Trust No. 8310, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and rulposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of June, 1990.

"OFFICIAL SEAL"
Lewrence M. Gritton
Notary Public, State of Illinois
My Commission Expires June 2, 1992

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

I, Lawrence M. Gritton, a Notary Public in and for said County and State aforesaid, DO HELEBY CERTIFY that William Farnsworth and Michael McKouse, General Partners of Mcnroe Centre Venture, a general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partners, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary set for the uses and purposes therein set forth.

GIVEN under my hard and notarial sear this 1st day of June, 1990. "OFFICIAL SEAL"

Notary Public, State of Illipote
My Commission Expires June 2, 1982

Notary Pulli:

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STATE OF ILLINOIS COUNTY OF COOK

I, Lawrence M. Gritton, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John Butchins, Commercial Loan Officer of Boulevard Bank National Association, a national banking association, who is personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Commercial Loan Officer of said Bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and are d as poses
under my

Ny ton.

Ny ton.

Ny ton. voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GI(E)) under my hand and notarial seal this 1st day of June, 1990.