#### MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of August 1, 1991, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, Illinois, as Trustee under a Trust Agreement dated October 23, 1990, and known as Trust No. 112878-02 (the "Borrower"), Filiberto Quiles, Sr. and Maria Quiles (the "Beneficiaries"), Crawford Auto Construction, Inc., Filiberto Quiles, Sr. and Maria Quiles (collectively, the "Individual Guarantors"), and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, (the "Bank").

#### RECITALS

WHEREAS, the parties indicated below heretofore entered into the following documents (collectively the "Documents"):

- A. Commitment Letter dated as of September 17, 1990, from the Bank to the Beneficiaries;
- B. Mortgage dated November 14, 1990, from the Borrower to the Bank in the principal amount of \$408,000, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 23, 1990, as Document No. 90571217 (the "Mortgage");
- C. Promissory Note dated as of November 14, 1990 from the Borrower to the Bank in the amount of \$408,000 (the "Note");
- D. Guaranty dated as of November 14, 1990, from the Individual Guarantors to the sank;
- E. Assignment of Rents and Leases from the Borrower to the Bank dated as of November 14, 1950, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 23, 1990, as Document No. 90571218 (the "Assignment of Rents and Leases");
- F. Assignment of Beneficial Interest for Collateral Security dated as of November 14, 1990, from the Beneficiaries to Bank; and
- G. Environmental Indemnity Agreement dated as of November 14, 1990, from the Borrower and the Individual Guarantors to the Bank.

WHEREAS, the Documents encumber the real estate described as Parcels 1, 2 and 3 in Exhibit "A", attached hereto, and the improvements located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

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

- Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.
- Modifications. The Documents are hereby modified and amended as follows:
  - (a) Additional Premises. The following real property shall be added to the definition of the term "Premises" in the Mortgage and the Assignment of Rents and Leases, and shall be included in the term Premises each time such term appears in the Mortgage and the Assignment of Rents and Leases, and all of the other Documents are hereby modified and amended accordingly.

Parcel 4: Lots 19 and 20 in Volk Brothers First Addition to Shaw Estates, being a Subdivision in the North East fractional quarter of Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of the Indian boundary Line, according to the Plat thereof, recorded January 7, 1924, as Document No. 8242972, in Cook County, Jilinois.

Said premises more commonly known as: 7475 Forest Preserve Drive, Chicago, Illinois 60634.

P.I.N.: 12-24-211-001-0000 and 12-24-211-002-0000 Lot 20.

The revised legal description of the Premises is described in Exhibit "A" attached hereto.

- (b) Principal Amount of Note. The principal amount of the Note is hereby changed to Four Hundred Eight/-two Thousand One Hundred (\$482,100) Dollars, and all of the Dollments are hereby modified and amended accordingly.
- (c) Time of Monthly Payments. The second sentence of Section 2(a) of the Note is hereby deleted in its entirety and replaced with the following, "Commencing September 1, 1991, the undersigned will pay principal and interest in fifty-two (52) successive monthly payments and a final payment on the 1st day of December, 1995, which is the "Final Payment Date".
- (d) Amount of Monthly Payments. The first sentence of Section 2(b) of the Note is hereby amended such that the date on which monthly payments commence shall be changed to September 1, 1991, and the amount of the monthly payments shall be changed to Four Thousand Six Hundred Thirty-eight and Twenty-five One-hundredths (\$4,638.25) Dollars.

- 3. Additional Documents. The Borrower and Individual Guarantors shall execute a revised Environmental Indemnity Agreement adding the Additional Premises. The Individual Guarantors shall execute a new Guaranty to replace the Guaranty dated November 14, 1990.
- 4. Attachment to Note. The Bank shall, and prior to any transfer by it of the Note, attach a copy of this Agreement to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.
- 5. <u>Documents to Remain in Effect</u>. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein.
- 6. <u>Confirmation of Obligations</u>. The Borrower, the Beneficiaries, and the Individual Guarantors hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein.
- 7. References. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.
- 8. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Borrower hereby certifies and represents, and the Beneficiaries and the Individual Guarantors hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.
- 9. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.
- 10. <u>Successors</u>. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.
- 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 12. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

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- 13. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
- 14. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.
- 15. Execution by Trust. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants) undertakings and agreements herein made on the part of the Trust, while in form purporting to be the representations, covenants, undertakings and agreements of the Trust are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, Illinois in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, Illinois on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, wither expressed or implied, all such er Vext personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, Illinois, not personally, but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, Illinois not personally, but as Trustee under Trust Dated October 23, 1990 and known as Trust No. 112878-02

By:

Vice/Fresident

Attest:

Assistant Secretary

Crawford Auto Construction, Inc.

Bv:

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President

Filiberto Quiles 3r

Maria Quiles

COOK COUNTY, ILLINOIS

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THE WALL THE THE THE , a Notary Public in and for said County, DO HEREBY CERTIFY THAT Li-MICHAM, WHELAN President of AMERICAN, NATIONAL BANK AND TRUST COMPANY of Chicago, Illinois, and \_\_\_\_\_\_\_\_, Assistant Secretary of Illinois, and \_\_\_\_\_\_\_, Assistant Secretary of said Company, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such 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 of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and is custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company as Frustee as aforesaid, for the uses and purposes therein set forth.

Given under my hard and seal this day of August, 1991.

Notary Public

My Commission Expires:\_\_\_\_

This Instrument was Prepared by:

Edwin Josephson, Esq.
Chuhak & Tecson, P.C.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606
(312) 368-4666 or (312) 444-9300

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

#### Please Mail All Recorded Documents To:

LASALLE NORTHWEST NATIONAL BANK ATTN: Ms. Lesley Wazelle 4747 West Irving Park Road Chicago, Illinois 60641

Premises located at:

3029 North Kedzie Avenue, Chicago, Illinois 60618; 3045 North Kedzie Avenue, Chicago, Illinois 60618; and 7475 Forest Preserve Drive, Chicago, Illinois 60634

P.I.N.: 13-25-112-002, 13-25-112-003, 13-25-112-010, 13-25-112-011, 13-25-112-006, 13-25-112-007, 13-25-112-008, 13-25-112-009, 12-24-211-001-0000 and 12-24-211-002-0000 Lot 20.

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF THE PREMISES

Parcel 1: Lots 37, 38, 39 and 40, in Block 5 in Albert Wisner's Subdivision of the North West 1/4 of the North West 1/4 (except the North West 1/4 of the North West 1/4 lying South of the railroad) of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 43 and 44 in Block 5 in Albert Wisner's Subdivision of part of the North West 1/4 of the North West 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Said premises commonly known as: 3045 North Kedzie Avenue, Chicago, Illinois 60618

Parcel 3: Lots 32, 23, 34, 35 and 36 in Block 5 in Albert Wisner's Subdivision of part of the North West 1/4 of the North West 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, (according to the Plat thereof recorded July 28, 1887, as Document 855831) East of the Third Principal Meridian, in Cook County, Illinois.

Said premises more commonly known as: 3029 North Kedzie Avenue, Chicago, Illinois 60618.

P.I.N.: 13-25-112-002, 13-25-112-003, 13-25-112-010, 13-25-112-011, 13-25-112-006, 13-25-112-007, 13-25-112-008 and 13-25-112-009.

Parcel 4: Lots 19 and 20 in Volk Brothers First Addition to Shaw Estates, being a Subdivision in the North East fractional quarter of Section 24, Township 40 North, Range 12, fast of the Third Principal Meridian, lying South of the Indian Boundary Line, according to the Plat thereof, recorded January 7, 1924, as Document No. 8242972, in Cook County, Illinois.

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