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AGREEMENT dated as of September 30, 1991 between First Illinois Bank of Evanston, N.A. ("Trust"), not personally, but as Trustee under Trust Agreement dated December 5, 1989 and known as Trust No. R-3683; James L. Prange, Alex Britva, Jon P. With, Siamak Jahangiri and Christopher L. Krueger ("Guarantors"); and First Illinois Bank of Evanston, N.A., a National Association ("Bank") J. CORDING

RECITALS

. 1:2222 TRAN 1575 11/07/91 15:01:00 #9738 + B #-- 91-587842 CODK COUNTY RECORDER

Trust is indebted to Bank in the principal sum of Four Hundred A. Thousand and no/100 Dollars (\$400,000) as evidenced by a Note dated as of December 15, 1989. Said note is secured by a Mortgage and Assignment of Rents applicable to the property commonly known as 1442 W. Thorndale, Chicago, Illinois, which Mortgage was recorded with the Cook County Recorder of Deeds on December 29, 1989 as Document No. 89622818. Said Assignment of Rents was recorded with the Cook County Recorder of Deeds on December 29, 1989 as Document No. 89622819;

Said Mortgage and Assignment of Rents were modified by the by the following Mortgage Modification Agreements:

Date of Modi	<u>fica</u>	tion .	Agmt D	ocument No.	1 55
December	15,	1990	10×,	91079210	.1
February	15,	1991		91096731	<u>ئ</u> موسد
March		1991		91157741	Čí
April	30,	1991		91290818	
May		1991	.0	91290819	
July	1.	1991	4,	91382226	
July	1	1991	(Recorded 8-21-91)	91428920	
August	31,	1991	0	01504863	

Trust and Guarantors have requested an extension of the maturity В. date of the Note from September 30, 1991 to November 30, 1991 and Bank is willing to grant such extension pursuant to the terms and provisions of this Agreement and the Note dated September 30, 1991 in the principal sum of Four Hundred Thousand & no/100 (\$400,000 ("Replacement Note").

NOW THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

- Trust and Guarantors do hereby acknowledge that the Mortgage, 1. Assignment of Rents, Guaranty, and other applicable Security Documents are in full force and effect.
- The Mortgage, Assignment of Rents and other Security Documents 2. are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Replacement Note.

Property of County Clerk's Office

Page 2

- 3. Guarantors do hereby reaffirm and ratify their Guaranty.
- In all other respects, the mortgage, Assignment of Rents and other applicable Security Documents are hereby ratified and reaffirmed.

DATED AT EVANSTON, ILLINOIS AS OF THE DATE FIRST ABOVE WRITTEN. First Illinois Bank of First Illinois Bank of Evanston, N.A., Trusree aforesaid and not Evanston, N.A. individually Krueger Alex BrC DE CLOPTS STATE OF ILLINOIS)) SS COUNTY OF COOK Swan G. Mock I, Swan & Monk, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that Town Mohan appeared before me in person and acknowledged that they signed the foregoing instrument as there free and voluntary act, and as the free and voluntary act of said corporation, not personally but as Trustee aforesaid, and caused the corporate seal of said corporation to be affixed thereto, for the uses and purposes therein set forth. Given under my hand and seal this 30th day of Cottoler, 1991. RIDER CONTAINING EXCHERATION CLAUSE ATTACHED PEFORE EXECUTION

Mortgage

THIS MORTGAGE is executed by the First Illinois Bank of Evanston, it.A. not personally but as Trustee as aforsaid in the exercise of the power and authority conferred upon and vested in it as such hersin or in said Note contained shall be construed as creating any liability on First Illinois Bank of Evanston, N.A. personally to pay the said Note or any interest their may authority to pay express or implied herein contained, all such liability, if any express or implied herein contained, all such liability, if any hereafter claiming any right or security hereunder, and that the legal holder or holders of said Note and the owner or owners of any indeptedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, or to the anforcement of the lien hereby created in the manner herein and in said Note quarantor, co-signer, or endorper.

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Page 3

STATE OF ILLINOIS)
COUNTY OF COOK)
and county aforesaid, DO HEREBY CERTIFY, that James W James ,
1 2 10
of First Illinois Bank of Evanston, N.A., personally appeared before me in person and acknowledged that he
signed the foregoing instrument as
as the free and voluntary act of said Bank, not personally but as
Trustee aforesaid, and caused the corporate seal of said Bank to be
affixed thereto, for the uses and purposes therein set forth.
Given under my hand and seal this 300 day of Octob, 1991.
Given under my hand and seal this day of day of
Ed. 11
Trank & the de
Notary Public OFFICIAL SEAL DOI: A E. HYDE
0/
OFFICIAL SEAL &
STATE OF ILLINOIS) SS State of Illinois
COUNTY OF COOK) A My Commission Expires 3-23 94
1) The contract of the contrac
I, a notary public in and for the state
and county aforesaid, DO HEREBY CERTIFY, that James L. Prange,
Alex Britva, Jon P. With, Siamak Jahangiri and Christopher L.
Armagar parsonally appeared before me and agencyledged that they
signed the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.
uses and purposes therein set forth.
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Given under my hand and seal this 27 day of Od, 1991.
Given dider in hand and sear this day or, 1991.
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TOFFICIAL SEAL " COUNTY OF
RICHARD M. SMITH Notary Public
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/9/94

Property of Cook County Clerk's Office

1442 THORNDALE, CHICAGO, ILLINOIS LEGAL DESCRIPTION

Lots 23, 24 and 25 in Kransz's Third Addition to Edgewater, being a subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Real Estate Index Number: 14-05-301-009

Property Address: 1442 W. Thorndale, Chicago, Illinois 60660

This Document was prepared by and should be returned to:

First Illinois Bank of Evanston, N.A. Attn: James Wasson 800 Davis Street Evanston, Illinois 60204

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