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LOAN MODIFICATION AGREEMENT

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THIS AGREEMENT, is made and entered into as of November 8, 1991, but made effective as of October 1, 1991 by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("BANK"), CHICAGO TITLE AND TRUST COMPANY ("TRUSTEE"), MID TOWN BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 5/27/88 A/K/A TRUST NO. 1640 ("BORROWER"), and Joseph Farago, ("GUARANTOR")

**WHEREAS:**

1. The BORROWER has heretofore executed an Instalment Note dated September 12, 1988 in the principal amount of One Hundred Fifty-Nine Thousand Two Hundred and 00/100 (\$159,200.00) Dollars ("NOTE"), of which the BANK is presently the holder;
2. The NOTE is secured by a Trust Deed dated September 12, 1988 and recorded in the Recorders Office of Cook County, Illinois as document number 88427584 ("TRUST DEED"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
3. The NOTE is further secured by an Assignment of Rents of even date therewith and recorded in the Recorders Office of Cook County, Illinois as document number 88427555 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;
4. The NOTE is further secured by a Collateral Assignment of the Beneficial Interest in that certain Land Trust which is known as Mid Town Bank and Trust Company of Chicago a/t/u Trust Agreement dated 5/27/88 a/k/a Trust No. 1640 ("ASSIGNMENT OF BENEFICIAL INTEREST ") which land trust holds title to the described REAL ESTATE;
5. The Note is further secured by a Personal Guaranty (GUARANTY) dated of even date therewith and executed by the GUARANTOR) guaranteeing repayment of the indebtedness evidenced by said NOTE.
6. The BANK has disbursed to BORROWER the sum of One Hundred Fifty-Nine Two Hundred and 00/100 (\$159,200.00) Dollars which amount represents the entire principal sum of the indebtedness evidenced by the NOTE;
7. The interest rate evidenced on said NOTE is Ten (10) percent per annum;
8. The BORROWER and the GUARANTOR desire to amend the loan amount, interest rate, maturity date, repayment terms, pre-payment provisions as evidenced by the NOTE;
9. The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated November 8, 1991 ("COMMITMENT").

NOW THEREFORE, notwithstanding anything contained in the NOTE, TRUST DEED, ASSIGNMENT OF RENTS AND GUARANTY, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- A. The principal amount evidenced by the NOTE as of the effective date is One Hundred Fifty-Four Thousand One Hundred Eighty-Five and 63/100 (\$154,185.63) Dollars.
- B. The interest rate evidenced by NOTE as of this date is Eight and one-half (8.50) percent per annum.
- C. The maturity date of the loan is hereby amended to October 1, 1994.
- D. Principal and interest payments in the amount of One Thousand Three Hundred Ninety-Four and 54/100 (\$1,394.54) shall be due monthly beginning November 1, 1991 and continue monthly thereafter until the maturity date stated herein.
- E. It is the condition of this modification that in the event of prepayment of the principal before maturity, MID TOWN BANK AND TRUST COMPANY OF CHICAGO, will be entitled to additional funds to maintain the expected yield of the mortgage over the anticipated term of the mortgage (see Exhibit "B" attached hereto and made a part hereof).
- D. Except as modified herein, the terms, covenants and conditions of the TRUST DEED, ASSIGNMENT OF RENTS AND GUARANTY shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or TRUST DEED, ASSIGNMENT OF RENTS AND GUARANTY, the terms herein shall control.

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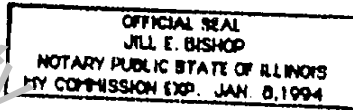
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mary Roche, Trust Officer of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Carmen Rosario, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer 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 acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of November, 1991.

Jill E. Bishop  
Notary Public

My commission expires:



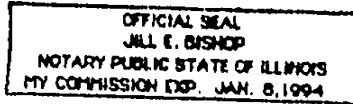
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Joseph Farago, is known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of November, 1991.

Jill E. Bishop  
Notary Public

My commission expires:



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 LAWSONE LAWRENCE of Chicago Title and Trust Company, an Illinois corporation, and ROSE VICE PRESIDENT of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary 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 acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation did affix said corporate seal to said instrument as h\_\_ own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this November 8, 1991.

Karen Naughton  
Notary Public

My commission expires:



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EXHIBIT "A"

LEGAL DESCRIPTION:

UNIT NUMBER "A" IN GREENVIEW POINT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 36, 37, 38, 39, 40 AND 41 IN BLOCK 13 IN THE SUBDIVISION OF BLOCK 13 IN LILL AND DIVERSE'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE RIGHT OF WAY OF CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88360146, AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

14-29-113-001, 14-29-446-002, 14-29-113-003, AND 14-29-113-004

PROPERTY COMMONLY KNOWN AS:

1025 NORTH GREENVIEW, UNIT A

Property of Cook County Clerk's Office

91504649

mail to:  
Mid Town Branch  
owner: Jill Bishop  
2021 N. Clark St.  
Chgo IL 60614

BOX 883-

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EXHIBIT "B"

## YIELD MAINTENANCE PROGRAM

THE ORIGINAL INTEREST RATE OF THE MORTGAGE IS \_\_\_\_\_ 8.50 %

AT THE TIME OF ANY PREPAYMENT OF PRINCIPAL, MID TOWN BANK WILL ASSESS A FEE DETERMINED AS FOLLOWS:

INTEREST RATE ON NOTE AT TIME OF PREPAYMENT \_\_\_\_\_ %

(IF YOUR NOTE HAS AN ADJUSTABLE RATE MAY BE DIFFERENT THAN ORIGINAL RATE.)

### AVAILABLE REINVESTMENT TO NOTE MATURITY AT TIME OF REPAYMENT:

WALL STREET JOURNAL'S PUBLISHED YIELD FOR U.S.  
TREASURY MATURING \_\_\_\_\_ = \_\_\_\_\_ %  
(maturity date of mtg.)

DIFFERENCE \_\_\_\_\_ %

(IF DIFFERENCE IS -0-, OR A NEGATIVE NUMBER, NO ADDITIONAL FUNDS WOULD BE ASSESSED.)

### FORMULA:

PRINCIPAL PREPAYMENT AMOUNT

$\frac{\text{X DIFFERENCE X DAYS TO MATURITY (30-DAY MONTHS)}}{360} = \$ \frac{\text{YIELD MAINTENANCE FEE}}{\text{YIELD MAINTENANCE FEE}}$

### EXAMPLE:

RATE ON NOTE	8.50
TREASURY YIELD TO MATURITY OF MORTGAGE AT TIME OF PREPAYMENT	8.25
DIFFERENCE	.25
$\frac{100,000 \times .25\% \times 720}{360}$	= \$500.00

NOTE: THE YIELD MAINTENANCE PROGRAM IS SEPARATE FROM, AND FIGURED APART FROM, ANY ADJUSTMENT IN RATE THAT YOUR NOTE MAY (OR MAY NOT) BE SUBJECT TO.

THIS PROVISION DOES NOT APPLY IN THE CASE OF A SALE TO A THIRD PARTY.

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