

MODIFICATION AGREEMENT

WHEREAS, Manufacturers Affiliated Trust Company as Trustee U/T/A dated May 24, 1985 and known as Trust #9505 (hereinafter referred to as "Mortgagor") made a Trust Deed (hereinafter referred to as "Mortgage") whereby said Mortgagor did convey, mortgage and warrant unto Affiliated Bank, as successor in interest by merger to Affiliated Bank/North Shore National f/k/a North Shore National Bank of Chicago and Affiliated Bank/Western National f/k/a Western National Bank of Cicero, its successors and assigns, the real estate situate, lying and being in the Town of Cicero, County of Cook, and State of Illinois, all as described on Exhibit "A" attached hereto and made a part hereof, to secure a Principal Note (hereinafter referred to as "Note") for One Hundred Fifty Seven Thousand Five Hundred and 00/100 (\$157,500.00) Dollars, and said Trust Deed as recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 26, 1985 as Document Number 85119571. In addition thereto, Mortgagor made an Assignment of Rents to Affiliated Bank, as successor in interest by merger to Affiliated Bank/North Shore National f/k/a North Shore National Bank of Chicago and Affiliated Bank/Western National f/k/a Western National Bank of Cicero, dated June 5, 1985 which Assignment of Rents was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 26, 1985 as Document Number 85119572 and

WHEREAS, it has been agreed by the parties hereto that the Trust Deed and Principal Note shall be modified as hereinafter set forth.

NOW, THEREFORE, in consideration of One and No/100 (\$1.00) Dollars and other good and valuable consideration mutually paid by the parties hereto to each other, the receipt of which is hereby acknowledged by each of said parties, and further in consideration of the agreements, covenants, conditions and stipulations hereinafter set forth, Mortgagor, its successors and assigns and Affiliated Bank, as successor in interest by merger to Affiliated Bank/North Shore National f/k/a North Shore National Bank of Chicago and Affiliated Bank/Western National f/k/a Western National Bank of Cicero, its successors and assigns do hereby covenant and agree as follows, to-wit:

MODIFICATION I. The parties hereby agree to modify the terms of repayment of indebtedness evidenced by the Principal Note for One Hundred Fifty Seven Thousand Five Hundred and 00/100 (\$157,500.00) Dollars dated June 5, 1985 which is secured by the Trust Deed of even date therewith referred to and recorded with the Recorder of Deeds of Cook County, Illinois on July 26, 1985 as Document Number 85119571, as follows:

Said unpaid indebtedness of One Hundred Twenty Five Thousand Two Hundred Fourteen and 44/100 (\$125,214.44) Dollars and interest on the balance of principal remaining from time to time unpaid shall be paid as follows.

Principal and Interest payable at the rate of 8.625% per annum in equal installments of One Thousand Eight Hundred Seven and 65/100 (\$1,807.65) Dollars commencing on the 1st day of May, 1991 and on the 1st day of each month thereafter until this Mortgage Note is fully paid, except that the final payment of Principal and Interest if not sooner paid shall become due on the 1st day of May, 1994.

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A

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The instrument is executed by the undersigned (and Trustee, not personally upon and vested in it as such trustee, it is hereby understood and agreed that all of the powers, immunities, responsibilities, covenants, undertakings and agreements herein made on behalf of the Trustee are undertaken by it solely in the capacity of Trustee and not personally. No personal liability or personal responsibility shall be assumed or enforceable against the Trustee or any other person, including the Trustee, in this instrument, covenant, undertaking or agreement of the Trustee in this instrument.

The assignment of Rents dated June 5, 1985, and recorded as Document Number 85119571 shall remain in full force and effect until the Principal Note hereinafter mentioned has been paid in full.

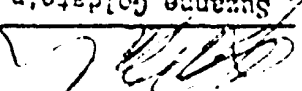
This Agreement is supplementary to said Trust Deed. All the provisions thereof and of the Principal Note including the right to declare principal and accrued interest due for any cause specified in said Principal Note shall remain in full force and effect.

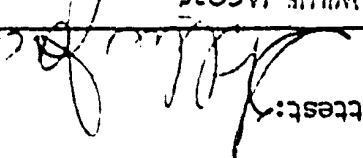
All of the terms, covenants, conditions and agreements herein shall bind and the benefits and advantages shall inure to the successors and assigns of the Affiliated Bank, as successor in interest by merger to Affiliated Bank/North Shore National Bank of Chicago and Affiliated Bank/Western National Bank of Cicero and to Mortgage.

Witness our hands and seals this

day of NOV 12 1991, 1991.

Manufacturers Affiliated Trust  
Company as Trustee U/T/A dated  
May 24, 1985 and known as  
Trust #9505 and not individually

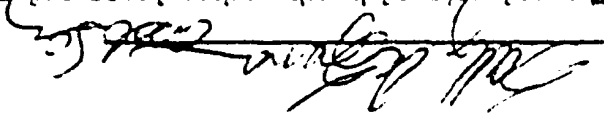
By:   
Suzanne Goldstein Baker  
VICE PRESIDENT

Attest:   
WILLIE JACOBS  
AUTHORIZED OFFICER

AFFILIATED BANK

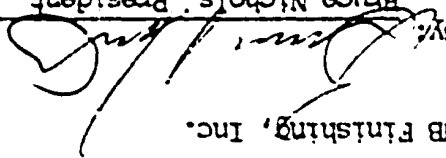
By:   
Grand Bank

Attest:

  
Bruce Nichols, Individually

The undersigned hereby acknowledges and consents to the within Modification Agreement and reaffirms his guaranty of Trust Deed and Principal Note dated the 5th day of June, 1985.

NB Finishing, Inc.

By:   
Bruce Nichols, President

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## EXHIBIT A

### LEGAL DESCRIPTION

ALL THAT PART OF BLOCK 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SOUTH 55TH AVENUE 120.0 FEET NORTH OF THE SOUTH LINE OF WEST 19TH STREET, THENCE EAST ON A LINE PARALLEL WITH AND 120.0 FEET NORTH OF THE SOUTH LINE OF SAID WEST 19TH STREET, EXTENDED EAST, A DISTANCE OF 160.23 FEET TO A POINT 38.0 FEET WEST OF THE EAST LINE OF THE 20.0 FOOT EASEMENT GRANTED TO THE BALTIMORE AND OHIO, CHICAGO TERMINAL RAILROAD COMPANY, THENCE NORTHEASTERLY IN A STRAIGHT LINE 151.08 FEET TO A POINT IN THE WEST LINE OF SAID 20.0 FOOT EASEMENT; THENCE WEST ON A LINE PARALLEL WITH AND 270.0 FEET NORTH OF THE SOUTH LINE OF WEST 19TH STREET, EXTENDED EAST, 178.18 FEET TO THE EAST LINE OF SOUTH 55TH AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTH 55TH AVENUE, 150.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1845 S. 55TH AVENUE, CICERO, IL 60650

PIN: 16-21-306-028

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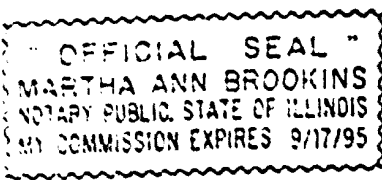
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, MARtha ANN BROOKINS, Notary Public in and for said County, in the State aforesaid, Do hereby certify that Suzanne Golustein and [unclear], the Manufacturers Affiliated Trust Company AUTHORIZED OFFICER respectively of Manufacturers Affiliated Trust Company who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 bank, not personally, but as the Trustee under Trust Number 9505 for the uses and purposes therein set forth, and that the said [unclear] did then affix the seal of said bank as his own free and voluntary act and as the free and voluntary act of said bank, not personally, but as Trustee aforesaid, for the purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of 1991.



Martha Ann Brookins  
Notary Public

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that [unclear], First Vice President of Affiliated Bank, and [unclear], Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as a free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14<sup>th</sup> day of November, 1991.

Cheryl Edelberg  
Notary Public

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