BBNA/ Weglarz 10/25/91

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This Instrument Prepared By:
William S. McDowell, Jr.
Baker & McKenzie
130 East Randolph Drive
Chicago, Illinois 60601



LOAN MODIFICATION AGREEMENT

This agreement, dated as of August 31, 1991 between BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, not personally, but solely as Trustee under Trust Agreement dated January 2, 1990 and known as Trust No. 9203 ("Trustee"), and JACOB L. WEGLARZ, not personally, but as Trustee of the Jacob L. Weglarz 1985 Trust under Agreement dated May 1, 1985 ("Beneficiary") (Trustee and Beneficiary are hereinafter collectively referred to as "Borrower"), JACOB L. WEGLARZ, individually and as Trustee of the aforesaid Jacob L. Weglarz 1985 Trust (hereinafter referred to as "Guarantor"), and BOULEVARD BANK NATIONAL ASSOCIATION ("Lender"),

WITNESSETH:

0001 01 ELCOROIDG \$19.50 184444 1844 9041 10/27/91 (0135:00 0008 (0001) SECORDER

WHEREAS:

- A. Borrower is indebted to Lender under and pursuant to that certain Note of Borrower dated February 9, 1990, in the original principal amount of Three Million and Two Hundred Thousand and No/100 Dollars (\$3,200,000.00), which note (the "Note") evidences a loan made by Lender to Borrower (the "Loan") and is secured by (i) a mortgage from Trustee to Lender of the premises legally described in Exhibit A, attached hereto and made a part hereof, dated even date with the Note, which was recorded in the office of the Recorder of Deeds of Cook County, Illinois, on February 21, 1990, as Document No. 90-083769 (the "Mortgage"), and (ii) a Collateral Assignment and Security Agreement as to Beneficial Interest in Land Trust, Personal Property and Intangibles, dated even date with the Note (the "Collateral ABI");
- B. Borrower's obligation to repay the Loan and the performance of Borrower's other obligations under the Note, the Mortgage, the Collateral ABI, and that certain Environmental Indemnity Agreement dated even date with the Note from Beneficiary to Lender (the "Environmental Agreement") are guaranteed by Guarantor pursuant to that certain Guaranty of Payment and Performance dated even date with the Note from Guarantor to Lender (the "Guaranty"); (the Note, Mortgage, Collateral ABI, Environmental Agreement and Guaranty are sometimes hereinafter collectively referred to as the "Loan Documents"); and
- C. Lender has agreed, subject to the terms and conditions hereinafter specified, to increase the amount of the Loan, and amend the terms pertaining to repayment thereof, and the parties hereto desire to amend the Loan Documents in the manner hereinafter specified;

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NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, and conditions hereinafter specified, the parties hereto agree as follows:

- Integration of Second Amendment with Loan Agreement and Other Loan Documents. The following provisions of this agreement (the "Amendment") are as fully a part of the Loan Documents as if expressed in each of them, and to the extent any provision specified in this Amendment is inconsistent with any provision in any of the Loan Documents as originally executed, the provision of this Amendment shall be controlling, and shall be deemed an amendment of the terms specified in the Loan Documents, as originally executed, to the extent necessary to give full force and effect to the provisions of this Amendment. Except to the extent herein otherwise indicated, terms having a defined meaning in the Loan Documents have the same meaning in this Amendment. Except as herein otherwise specified, all of the Loan Documents rename unchanged and in full force and effect.
- 2. <u>Increase in Loan Amount.</u> Subject to the terms and conditions hereinafter specified, Lender agrees to increase the amount of the Loan and disburse additional Loan proceeds in an amount not exceeding Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00) so that the total amount of the Loan is now Three Million Six Hundred Twenty Thousand and No/100 Dollars (\$1,620,000.00). Borrower and Lender acknowledge and agree that as of the date hereof the outstanding unpaid principal balance of the Loan is Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) and that there is due and owing interest thereon which has accrued from May 1, 1991 through the date hereof. Proceeds resulting from the increase in the Loan described above shall be disbursed by Lender on Borrower's behalf and shall be used solely for the purpose of paying interest on the Loan, which has heretofore accrued, as it hereafter accrues, and becomes payable, as specified in Section 1.2(c) of the Note, as amended in the manner specified in paragraph 3(c) hereof, and Borrower expressly authorizes Lender to make such disbursements on its behalf without further notice, request or consent to or from Lender being required.
 - 3. Changes in Note. The Note is amended as follows:
 - (a) Promise to Pay. Section 1.1 of the Note is amended to read, in its entirety, as follows:
 - 1.1 Promise to Pay. For value received, Borrower hereby promises to pay to the order of Lender or any subsequent holder hereof ("Holder"), at Lender's office at the address stated hereinabove or such other place as Lender (or Holder, as the case may be) may from time to time designate in writing to Borrower, in lawful money of the United States of America, the principal amount of Three Million Six Hundred Twenty Thousand and No/100 Dollars (\$3,620,000.00) (the "Loan"), and so much thereof as shall from time to time be disbursed to and for the benefit of Borrower, together with interest thereon, all in accordance with the provisions hereinafter specified.
 - (b) Loan Rate. Section 1.2(a) of the Note is amended by adding at the end thereof the following: "Anything in this Section to the contrary notwithstanding from

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and after September 1, 1991 and until the Maturity Date, the Loan Rate shall be equal to one percent (1%) plus the Prime Rate."

- (c) <u>Payments of Interest</u>. Section 1.2(c) of the Note is amended by adding at the end thereof the following: "Anything in this Section to the contrary notwithstanding from and after September 1, 1991, interest at the Loan Rate on the principal balance of the Loan from time to time outstanding shall be payable in arrears, in quarterly installments commencing on September 1, 1991.
- (d) Maturity Date. The Maturity Date, for the Loan, specified in Section (3(a) of the Note is changed from August 31, 1991 to, and now is, September 30, 1992.
- Security for Payment. Section 2.1 is amended to read, in its entirety, as follows:
 - 2.1 Security for Payment. The payment of this Note is secured by: (i) a Mortgage and Security Agreement ("Mortgage") of even date herewith to Lender on real estate in Cook County, Illinois, and (ii) other and sundry collateral instrument; further securing the payment of the Loan including, but not limited to, a third mortgage to Lender made by Cole Taylor Bank/Ford City, not personally, but as Trustee under Trust Agreement dated May 29, 1975 and known as Trust No. 1095 on real estate in Cook County, Illinois (the "Other Loan Documents").
- 4. Extension Fee. In consideration of extending the Maturity Date to September 30, 1992, Borrower agrees to pay Lender an extension fee in the amount of Thirty Two Thousand and No/100 Dollars (\$32,000.00) which fee (except as otherwise herein specified with respect to a Default) shall be paid on the Maturity Date or when all other sums payable hereunder have been paid in full, whichever first occurs. Notwithstanding the preceding sentence, if all sums due under the Loan Documents become due and payable prior to the Maturity Date by reason of an Event of Default, said extension fee shall thereupon also become due and payable.
 - 5. Mortgage. Paragraph 38 of the Mortgage is hereby deleted.
- 6. Guarantor's Agreement. Guarantor acknowledges and agrees that Lender would not agree to this Amendment unless the Guaranty continued in full force and effect, with respect to Borrower's obligations, as amended in the manner herein specified. To induce Lender to enter into this Amendment, and in consideration thereof (which consideration Guarantor acknowledges to be good and sufficient in all respects), Guarantor does hereby agree with and consent to each and all of the provisions of this Amendment and the changes to the Loan Documents described herein, and does further agree that the Guaranty, as described in paragraph B of the preamble hereto, remains in full force and effect without defenses thereto as to all of Borrower's obligations under the Loan Documents, as amended in the manner herein specified.

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- 7. Attachment to Note. Lender may, and prior to any transfer by it of the Note shall, attach an executed copy of this Amendment to the Note and place an endorsement on the Note making reference to the fact that such attachment has been made.
- 8. <u>Certifications. Representations and Warranties.</u> To induce Lender to enter into this Amendment, Borrower hereby certifies, represents and warrants to Lender that all certifications, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to Lender are true and correct in all material respects 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 Amendment.
- 9. Trustee Exculpation. This Agreement is executed by BOULEVARD BANK NATIONAL ASSOCIATION, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants that it possesses full power and authority to execute this Agreement) and it is expressly understoxi and agreed and nothing herein contained shall be construed as creating any liability on the said trustee personally to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by the other parties hereto and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

| | ASSOCIATION, not personally, but as Trustee, as aforesaid |
|--|--|
| ATTEST: By: Yacuec Lelly leave Title: New Vico Prosident | By: Title: Vin Topidant |
| ATTEST: By: Thursa Hushberger | BOULEVARD BANK NATIONAL ASSOCIATION By: |
| Title: Contravertion com Romanismon | JACOB L. WEGLARZ, both individually and personally and as Trustee of the Jacob L. Weglarz 1985 Trust under Agreement dated May 1, 1983 |

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| STATE OF ILLINOIS |) |
|-------------------|-------|
| |) SS. |
| COUNTY OF Cook |) |

1, (Line Washington), a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alex I. Beresoff, Vice President of BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, and Louise Hildebrand, Assistant Vice President of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Scal this left day of Standard Control of Scale Control of Standard Control of Scale Control

[SEAL]

CHRISTINE VACHINGTON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP JULY 27,1992

STATE OF ILLINOIS

COUNTY OF CONL

) SS/// 1. The State aforesaid, do hereby certify that Ann C. Kelly, Vice President of BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, and Theresa Herschooliger, Construction Loan Administrator of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their 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 6th day of Notarial Sea

[SEAL]

GRIPTAL SEAL CHAIR A WAY SHAPTON NOTARY PUBLIC STATE OF ILLINOIS

STATE OF ILLINOIS

COUNTY OF COOK

) SS

The foregoing instrument was acknowledged before me this and day of and as Trustee of the Jacob L. Weglarz 1985 Trust under Agreement dated May 1, 1983.

Notary Public Johnvolghi

ISEAL! "OFFIcial SEAL"
RICHARD 1. SKRODZKI
Notary Public, Sicie of Illinois
My commission Contes D.c.?, 1994

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EXHIBIT A

Legal Description

Tract 2: That part of the north 289.50 feet of the south 322.50 feet of the southeast 1/4 of the northeast 1/4 of section 21, township 38 north, range 13, east of the third principal meridian lying between the west 1028.87 feet and the east 50.0 feet thereof, excepting therefrom that part conveyed to the Illinois Department of Transportation by deeds 26443914 and 2.6524355, in Cook County, Illinois.

That part of the north 489,25 feet of the south 811.75 feet (excepting the east Tract 3: 50.0 feet thereof) of the southeast 1/4 of the northeast 1/4 of section 21, township 38 north, range 13, east of the third principal meridian lying east of the following described line: commencing at the southeast corner of the northeast 1/4 of said section 21; thence north 0 degrees 00 minutes 00 seconds west along the east line of said northeast 1/4, 811.75 feet; thence south 89 degrees 55 minutes 25 seconds west 351.13 feet along the north line of the south 811.75 feet to the point of beginning; thence southwesterly along a curved line, convex southeasterly, having a radius of 296.94 feet and a chord bearing of south 73 degrees 27 minutes 05 seconds west a distance of 170.74 feet to its point of tangency, lying on the north line of the south 764.0 feet of said 1/4 section and at a point 526.54 feet west of the east line thereof; thence south 89 degrees 55 minutes 25 seconds west along the north line of the south 764.0 feet a distance of 42/100th of a foot to a point of tangency of a curved line, convex northwesterly having a radius of 278.94 feet; thence southwesterly along said curved line, a distance of 356.04 feet to an intersection with the north line of the south 566.0 feet of the northeast 1/4 of said section 21; thence south 0 degrees 04 minutes 35 seconds east, 50.0 feet to the north line of the south 516.0 feet of said 1/4 section; thence north 89 degrees 55 minutes 25 seconds east along the north line of the south \$16.0 feet, 102.05 feet to a point 594.60 feet east of the west line of the southeast 1/4 of the northeast 1/4 of said section 21; thence southwesterly along a curved line convex northwesterly; a ving a radius of 258.0 feet and a chord bearing of south 34 degrees 12 minutes 56 seconds west a distance of 194.79 feet to a point lying 487.50 feet east of the west line and 359.0 feet north of the south line of the southeast 1/4 of the northeast 1/4 of said section 21; thence south 6 degrees 44 minutes 11 seconds west 36.62 feet to a point on the north line of the south 322.50 feet of said northeast 1/4 and 838.67 feet west of the east line of said northeast 1/4, all in Cook County, Illinois.

Tract 5-Parcel 1: The vacated west half of block 9, together with the east half of vacated La Crosse Avenue lying west of and adjoining said vacated west half of block 9, and the east half of block 9 in Frederick H. Bartlett's addition to Marquette Highland, a subdivision in the northwest quarter of section 21, township 38 north, range 13, east of the third principal meridian, (excepting therefrom that part taken and used for 65th Street and Cicero Avenue), in Cook County, Illinois.

Tract 5-Parcel 2: The East 266.0 feet of the north 89.86 feet of the south 1195.26 feet of the east 1/2 of the northeast 1/4 of section 21, township 38 north, range 13, east of the third principal meridian, (excepting therefrom that part taken and used for Cicero Avenue), in Cook County, Illinois.

Tract 5-Parcel 3: That part of the northeast 1/4 of section 21, township 38 north, range 13, east of the third principal meridian, described as follows: beginning at the intersection of the north and south center line of vacated La Crosse Avenue, and the south line of 65th Street, thence west along said south line of widened 65th Street, 13,49 feet, thence southerly along a line 344.25 feet west (as measured at right angles) parallel to the east line of the northeast 1/4 creaid section 21, a distance of 183,32 feet to a point on the north line of the south 1105.40 feet of the northeast 1/4 of said section 21, thence east along said north line, 78.25 feet to the west line of the east 266.0 feet of the northeast 1/4 of said section 21, thence north along said line 89.86 feet to the north line of the south 1195.26 feet of the northeast 1/4 of said section 21, thence west along said line 64.74 feet to the north and south center line of vacated Lx Crosse Avenue, thence north along said center line 93.48 feet to the point of beginning, in Cook County, Illinois.

| Permanent Real Estate Tax Index Numbers: | 19-21-213-022 |
|--|---------------|
| ' (| 19-21-213-016 |
| | 19-21-213-013 |
| | 19-21-213-007 |
| | 19-21-213-014 |
| | 19-21/213-052 |
| | 19-21-212-051 |
| | 19-21-213-026 |
| | 19-21-213-036 |
| | 19-21-213-037 |
| | |

Common Address: Vacant land along west side of Cicero Avenue between for Street and 67th Street, Bedford Park, Illinois.