

SECOND LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of January 23, 1991, by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois Banking 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 9/5/89 AND KNOWN AS TRUST NO. 1727 ("BORROWER") 825 W. EVERGREEN BUILDING PARTNERSHIP, an Illinois general partnership, ("PARTNERSHIP"), HOWARD WEINER, J. MICHAEL DREW and DANIEL DREW ("GUARANTOR(S)"), and DEVON BANK, an Illinois Banking Corporation, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 9/12/86 AND KNOWN AS TRUST NO. 5300 ("DEVON").

1992

WHEREAS:

1. The BORROWER has heretofore executed a Principal Note payable to Bearer dated October 2, 1989 in the principal amount of Three Million Seven Hundred Eighty-One Thousand and 00/100 (\$3,781,000.00) Dollars ("NOTE"), of which the BANK is presently the holder.
2. The NOTE is secured by a Trust Deed dated October 2, 1989 and recorded in the Recorder's Office of Cook County, Illinois as document number 89525818 ("TRUST DEED") made by BORROWER, conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE #1") and by a Mortgage dated September 17, 1990 and recorded in the Recorder's Office of Cook County, Illinois as document number 90461708 ("MORTGAGE") made by DEVON, conveying to BANK certain real estate described in Exhibit "B" attached hereto and by this reference incorporated herein ("REAL ESTATE #2"). REAL ESTATE #1 and REAL ESTATE #2 shall hereinafter be referred to collectively as the "REAL ESTATE".
3. The NOTE is further secured by an Assignment of Rents of even date therewith made by BORROWER and the PARTNERSHIP in favor of BANK and recorded in the Recorder's Office of Cook County, Illinois as document number 89525819 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE #1. The NOTE is further secured by a Security Agreement-ChatteL Mortgage ("SECURITY AGREEMENT-CHATTEL MORTGAGE") of even date therewith made by BORROWER and the PARTNERSHIP in favor of BANK.
4. The NOTE is further secured by a Collateral Assignment of the Beneficial Interest (executed by the PARTNERSHIP in favor of BANK) in that certain Land Trust which is known as Mid Town Bank and Trust Company of Chicago a/t/u Trust Agreement dated 9/5/89 a/k/a Trust No. 1727 ("ASSIGNMENT OF BENEFICIAL INTEREST") which land trust holds title to the described REAL ESTATE #1.
5. The Note is guaranteed by a Personal Guaranty ("GUARANTY") dated of even date therewith and executed by the GUARANTOR(S) guaranteeing repayment of the indebtedness evidenced by said NOTE.
6. The BANK has disbursed to BORROWER the sum of Two Million Seven Hundred Seventy-One Thousand Four Hundred Ninety-Seven and 37/100 (\$2,771,497.37) Dollars which amount represents partial disbursement of the principal sum of the indebtedness evidenced by the NOTE.
7. The interest rate evidenced on said NOTE is one and one-half (1.5) percentage points over the prime interest rate in effect from time to time at Mid Town Bank and Trust Company of Chicago -- the prime interest rate is subject to change.
8. The NOTE, TRUST DEED, ASSIGNMENT OF RENTS, ASSIGNMENT OF BENEFICIAL INTEREST, SECURITY AGREEMENT-CHATTEL MORTGAGE and GUARANTY were modified by a Loan Modification Agreement ("FIRST MODIFICATION") dated September 17, 1990 and recorded in the Recorder's Office of Cook County, Illinois as document number 90461710 wherein, for the purpose of amending the terms of construction funding, the NOTE was secured with REAL ESTATE #2 and the maturity date of the NOTE was amended to November 26, 1991 ("MATURITY DATE"). The NOTE, TRUST DEED, ASSIGNMENT OF RENTS, ASSIGNMENT OF BENEFICIAL INTEREST, SECURITY AGREEMENT-CHATTEL MORTGAGE, GUARANTY, all as heretofore amended, together with the FIRST LOAN MODIFICATION AGREEMENT and MORTGAGE, are herein collectively referred to as the "LOAN DOCUMENTS".

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9. BANK has agreed to modify the terms of the loan evidenced by the NOTE pursuant to the terms and conditions of a commitment of BANK dated January 23, 1991 ("COMMITMENT"), the terms of which are incorporated herein by this reference.

NOW THEREFORE, notwithstanding anything contained in the COMMITMENT and LOAN DOCUMENTS and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- A. Pursuant to the provisions of the COMMITMENT, BORROWER or the PARTNERSHIP shall collect the rents scheduled to be received under lease agreements now executed, and under all future lease agreements, and shall immediately deposit those rent payments in an interest-bearing account at BANK to be applied for maintained as a contingency reserve, funding of which shall be solely at BANK'S discretion. Said interest earned will remain in and be a part of said account. The funds so held by BANK shall be deemed to be additional security for the indebtedness evidenced by the NOTE and for such purpose BORROWER and the PARTNERSHIP do hereby grant to BANK a security interest therein and in all interest earned thereon and the proceeds thereof, the BANK having all of the rights and remedies in respect thereof of a secured party under the Illinois Uniform Commercial Code, including, without limitation, the right at BANK'S election to apply said amounts against the indebtedness evidenced by the NOTE upon any default or event of default under any of the LOAN DOCUMENTS. BANK shall have the right to collect said rent payments should BORROWER or the PARTNERSHIP not remit them as set forth herein or upon any other default or event of default under any of the LOAN DOCUMENTS. Said right is in addition to and not in lieu of any and all rights of BANK under the LOAN DOCUMENTS, and at any time or times as BANK shall so collect any rents it shall nevertheless retain the right to accelerate the indebtedness evidenced by the NOTE and/or exercise any one or more of its remedies under any one or more of the LOAN DOCUMENTS upon any default or event of default under any one or more of the LOAN DOCUMENTS.
- B. The REAL ESTATE hereunder also secures a loan evidenced by a note made by BORROWER payable to Bearer (currently held by Mid Town Development Corporation, an Illinois Corporation) and dated October 2, 1990 in the amount of Nine Hundred Forty-Six Thousand and 00/100 (\$946,000.00) (the "SECOND MORTGAGE LOAN") and REAL ESTATE #1 hereunder also secures a loan evidenced by a note made by BORROWER payable to Bearer (currently held by Mid Town Development Corporation, an Illinois Corporation) and dated January 24, 1991 in the amount of Three Hundred Eighty-Seven Thousand Eight Hundred Ninety-One and 00/100 (\$387,891.00) (the "THIRD MORTGAGE LOAN"). Any default or event of default under the SECOND MORTGAGE LOAN or the note evidencing same or any of the documents now or hereafter securing same or the THIRD MORTGAGE LOAN or the note evidencing same or any of the documents now or hereafter securing same shall be considered a default and an event of default hereunder and under each and all of the LOAN DOCUMENTS. The documents securing the SECOND MORTGAGE LOAN are subordinate to the documents securing the NOTE, and the documents securing the THIRD MORTGAGE LOAN are subordinate to the documents securing the NOTE and the SECOND MORTGAGE LOAN.
- C. The terms of the COMMITMENT are incorporated by reference herein. Except as modified herein, the terms, covenants and conditions of the LOAN DOCUMENTS 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 LOAN DOCUMENTS, the terms herein shall control.
- D. Without limiting BANK'S rights under any of the provisions in the LOAN DOCUMENTS in respect of default and the right to exercise remedies, a default or event of default hereunder or under any one or more of the LOAN DOCUMENTS shall be deemed a default and event of default under each and all of the other LOAN DOCUMENTS, and thereupon BANK may exercise in its discretion any one or more of the remedies set forth herein and therein, including, without limitation, the right to accelerate the indebtedness evidenced by the NOTE and/or foreclose upon the TRUST DEED. The rights of BANK to exercise any one or more of its remedies set forth herein and/or in any one or more of the LOAN DOCUMENTS may be exercised, in whole or in part, at such time or times, successively or concurrently, and in such order as BANK in its sole discretion may determine in each instance.

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- E. The MORTGAGE executed by DEVON secures the indebtedness evidenced by the said NOTE executed by BORROWER in the principal amount of Three Million Seven Hundred Eight-One Thousand Dollars (\$3,781,000).
- F. If BANK (a) releases any part of the security under any of the LOAN DOCUMENTS, (b) grants an extension of time for any payments or performance under any of the LOAN DOCUMENTS, (c) takes other or additional security for the payment of the NOTE (all documents in respect of such other or additional security shall be and become automatically part of the LOAN DOCUMENTS), or (d) waives or fails to exercise any right or rights granted herein or in the NOTE, said act or omission shall not release BORROWER, the PARTNERSHIP, or its partners or GUARANTOR(S) under any of LOAN DOCUMENTS nor preclude BANK from exercising any one or more of its rights and remedies set forth in any one or more of the LOAN DOCUMENTS in respect of any other or subsequent default or event of default.
- G. The lien of the LOAN DOCUMENTS are hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this SECOND MODIFICATION AGREEMENT.
- H. This SECOND MODIFICATION shall be governed by and construed under the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and the year first written above.

BANK:

MID TOWN BANK AND TRUST COMPANY OF CHICAGO

By: Mary Roche
Mary Roche, Senior Vice President

Attest: Carmen Rosario
Carmen Rosario, Assistant Secretary

BORROWER:

MID TOWN BANK AND TRUST COMPANY OF CHICAGO,
not personally but as Trustee aforesaid:

By: Deborah Stephanites
Deborah Stephanites, Trust Officer

Attest: Carmen Rosario
Carmen Rosario, Assistant Secretary

TRUSTEE:

CHICAGO TITLE AND TRUST COMPANY OF CHICAGO

By: Walter Wright
ASST. VICE PRESIDENT

Attest: Glenn Dims
Assistant Secretary

COOK COUNTY CLERK'S OFFICE
1991 FEB 21 PM 3 56

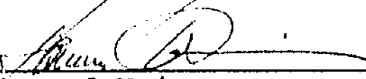
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PARTNERSHIP:

825 WEST EVERGREEN BUILDING PARTNERSHIP, an Illinois general partnership

By: 
Howard Weiner

By: 
J. Michael Drew

By: 
Daniel Drew

Being all of its General Partners

DEVON BANK, an Illinois banking corporation, not personally, but as Trustee under Trust Agreement dated September 12, 1986 and known as Trust no. 5300

By: 
Its: 

This document was prepared by and upon recording shall be returned to:

Carmen Rosario
Mid Town Bank and Trust Company of Chicago
2021 N. Clark Street
Chicago, Illinois 60614

ACKNOWLEDGEMENT AND CONSENT

For Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned GUARANTORS do hereby acknowledge and consent to the foregoing SECOND LOAN MODIFICATION AGREEMENT and agree that the GUARANTY described therein shall remain in full force and effect in respect of the NOTE and each of the other LOAN DOCUMENTS, as amended thereby, and that they remain jointly and severally liable under the GUARANTY, as amended thereby.


Howard Weiner


J. Michael Drew


Daniel Drew

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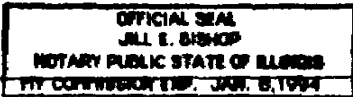
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Mary Roche, Senior Vice President 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 Senior 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 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 January 23, 1991.

Jill E. Bishop
Notary Public

My commission expires:



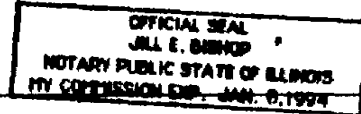
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Deborah Stephanice, 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, as trustee as aforesaid, 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 January 23, 1991.

Jill E. Bishop
Notary Public

My commission expires:



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JAMES H. HARTMAN
CLERK OF COURT
COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, ILL. 60601

JAMES H. HARTMAN
CLERK OF COURT
COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, ILL. 60601

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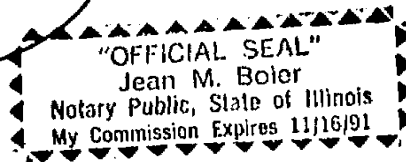
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that MAREN NAUGHTON ^{Asst. Vice President} of Chicago Title and Trust Company, an Illinois corporation, and STEVE SIMS ^{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 ^{Asst. Vice President} ^{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 his 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 ~~January 23, 1991.~~ ^{FEBRUARY 18 1991}

My commission expires:

Jean M. Boler
Notary Public



STATE OF ILLINOIS)
)
COUNTY OF COOK)

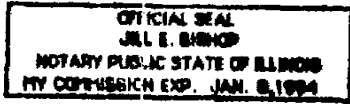
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Howard Weiner, J. Michael Drew and Daniel Drew, as General Partners of 825 West Evergreen Building Partnership, an Illinois general partnership, and individually, are known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ~~January 23, 1991.~~

My commission expires:

Jill E. Bishop
Notary Public

1-8-94



STATE OF ILLINOIS)
)
COUNTY OF COOK)

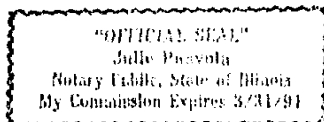
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RUSSELL HEINSTRUNG of DEVON BANK, an Illinois banking corporation, not personally, but as Trustee aforesaid, and _____ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and 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 Bank, as trustee as aforesaid, for the uses and purposes therein set forth; and the _____ 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 his 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 January 23, 1991.

My commission expires:

Julie Pasola
Notary Public

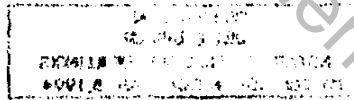
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EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL ESTATE #1

LOTS 19 TO 30 IN JOHN A. YALES SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 825 WEST EVERGREEN, CHICAGO, ILLINOIS

TAX I.D. NO: 17-05-225-020-0000

Prepared By + Return To:

*Mid Town Bank + Trust Co.
2021 North Clark Street
Chicago, IL. 60614*

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EXHIBIT "B"

LEGAL DESCRIPTION FOR REAL ESTATE #2

LOTS 30, 31, 32, 33 AND 34 (EXCEPT THE WEST 25 FEET OF EACH OF SAID LOTS) IN SUBDIVISION OF BLOCK 6 OF BUENA PARK AND THE WEST 205 FEET OF LOTS 18 AND 21 IN IGLEHART'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4102-24 NORTH KENMORE, CHICAGO, ILLINOIS

TAX ID. NO: 14-17-401-029-0000, 14-17-401-030-0000,
14-17-401-031-0000 & 14-17-401-032-0000

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