

This Indenture, made this 1st day of January, 1991, by and between Cole Taylor Bank F/K/A Cole Taylor Bank/Drovers

the owner of the mortgage or trust deed hereinafter described, and Cole Taylor Bank U/T/A Dated 4/8/87 A/K/A Trust No. 87058 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"). WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Cole Taylor Bank U/T/A Dated 4/8/87 A/K/A Trust No. 87058 and Assign. of Rents dated June 1, 1987, secured by a mortgage or trust deed in the nature of a mortgage registered recorded June 25, 1987, in the office of the Recorder of Cook County, Illinois, in 87348989 of 87348990 at page as document No. conveying to Cole Taylor Bank F/K/A Cole Taylor Bank/Drovers

certain real estate in Cook County, Illinois described as follows:

See attached Exhibit "A" for legal description

Address of Property: 4800-10 S. Justine, Chicago, IL 4805-13 S. Ashland Ave., Chicago, IL

P.I.N.: 20-08-108-021, 20-08-108-002, 20-08-108-003 DEPT-01 RECORDING \$18.00 T4444 TRAN 3383 04/12/91 11:51:00 \$6169 + D *-91-167099 COOK COUNTY RECORDER

- 2. The amount remaining unpaid on the indebtedness is \$ 336,343.31
3. Said remaining indebtedness of \$ 336,343.31 shall be paid on or before January 1, 1994. All other terms and conditions shall remain in full force and effect.

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until January 1, 1994, at the rate of 10% per cent per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of 10% per cent per annum, and interest after maturity at the rate of 10% per cent per annum; and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Cole Taylor Bank F/K/A Cole Taylor Bank/Drovers

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.

5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

Consented to: COLE TAYLOR BANK

COLE TAYLOR BANK U/T/A DATED 4/8/87 A/K/A TRUST NO. 87058 (SEAL)

By: [Signature] ASST. VICE PRES. (SEAL)

BY: [Signature] CLO

ATTEST: [Signature] ASST. Secy. (SEAL)

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18.00

LEGAL DESCRIPTION

Lots 3, 4, 5, and 6 (except that part of said lots taken for widening Ashland Avenue in Condemnation Proceedings in Circuit Court of Cook County, Illinois, as Case No. 11-71137), all in Block 4 in the resubdivision of Block 3 and 4 in Kay's Addition to Chicago, a Subdivision of the Northwest Quarter of the Northwest Quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, including one-half of the vacated alley lying adjacent to and East of Lots 3, 4, and 5, more commonly known as 4805-13 South Ashland Avenue, Chicago, Illinois;

AND

Lots 43, 44, 45 and 46 all in Block 4 in the Resubdivision of Blocks 3 and 4 in Kay's Addition to Chicago, a Subdivision of the Northwest Quarter of the Northwest Quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, including one-half of the vacated alley lying adjacent to and West of said Lots 44, 45 and 46, more commonly known as 4804-10 Justine Street, Chicago, Illinois;

LEGAL DESCRIPTION (con't)

Lots 47 and 48 (except the West 24 feet thereof) in Block 4 in the Resubdivision of Blocks 3 and 4 in Kay's Addition to Chicago, a Subdivision of the Northwest Quarter of the Northwest Quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, more commonly known as 4800-02 Justine Street, Chicago, Illinois.

EXHIBIT "A"

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