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THIRD MODIFICATION AGREEMENT

This Third Modification of Promissory Note, Junior Mortgage and Security Agreement, Loan Agreement and Junior Assignment of Rents and Leases (hereinafter referred to as the "Third Modification Agreement") made this 11th day of June, 1991 by and between DENNIS R. FIELDS and CHARLES A. GREENBERG (collectively "Borrower"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under Trust Agreement dated May 20th, 1991 and known as Trust Number 113904-08 ("Title Holder") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender").

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WITNESSETH THAT:

T#2222 TRAN 3018 06/26/91 12:22:00 #5271 # B #-91-311753 CODK COUNTY RECORDER

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WHEREAS, Borrower has executed and delivered to Lender that certain Promissory Note dated December 30, 1987 in the original amount or Seven Hundred Fifty Thousand Dollars (\$750,000) (the "Promissory Note"), which Promissory Note is secured by a Junior Mortgage and Security Agreement of even date therewith, recorded December 30, 1987 in the Recorder's Office of Cook County, Illinois as Document Number 87681658 and further secured by a Junior Assignment of Rents and Leases of even date therewith, recorded December 30, 1987 in the Recorder's Office of Cook County, Illinois as Document 87681659 relating to property (the "Project") legally Jescribed in EXHIBIT "A" hereto;

WHEREAS, the Promissory Note evidences a revolving loan or line of credit which is subject to that certain Loan Agreement dated December 30, 1987 executed by and between Borrower and Lender;

WHEREAS, pursuant to the terms of that certain Modification Agreement (the "Modification Agreement") dated September 19, 1988 executed by Borrower and Lender and recorded with the Cook County Recorder of Deeds as Document Number 88451047 the aforementioned Promissory Note, Junior Mortgage and Security Agreement, Junior Assignment of Rents and Leases and Lean Agreement were modified in accordance with the terms of the Modification Agreement; and

WHEREAS, pursuant to agreement between the Borrower and Lender on September 30, 1989 Borrower executed and delivered to Lender a certain Note (the "Renewal Note") in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00) which renewed and extended to September 30, 1990 the loan obligations of Borrower to Lender which are due under the Loan Agreement and Promissory Note and which continue to be secured by the Junior Mortgage and Security Agreement and Junior Assignment of Rents and Leases; and

WHEREAS, pursuant to the terms of that certain Mod/fication Agreement ("Second Modification Agreement") dated November 19, 1990 executed by Borrower and Lender and recorded with the Cook County Recorder of Deeds Office as Document Number 90614842 the aforementioned Renewal Note, Junior Mortgage and Security Agreement, Junior Assignment of Rents and Loan Agreement were modified in accordance with the terms of the Second Modification Agreement (all of said documents as modified by the Modification Agreement and Second Modification Agreement are hereafter referred to as the "Note", "Mortgage", "Assignment of Rents" and "Loan Agreement"); and

THIS INSTRUMENT PREPARED BY

John T. Duax Schwartz & Freeman 401 North Michigan Avenue Suite 1900 Chicago, Illinois 60611 STREET ADDRESS:

11 West Division Chicago, Illinois

PERMANENT INDEX NUMBER:

17-04-407-010-0000

(Box 57)

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WHEREAS, Borrower, subsequent to all of the foregoing, has

conveyed title to the Project to Title Holder; and

WHEREAS, the parties hereto are desirous of further amending the terms of the Note, Mortgage, Loan Agreement and Assignment of Rents; and

WHEREAS, Borrower, Title Holder and Lender have agreed to

enter into this Third Modification Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS AGREED:

- 1. The Note is hereby modified as follows, the final payment of the then outstanding principal balance of the Note together with accrued interest shall be made to Lender on July 1, 1991 instead of March 31, 1991 as presently provided for in the Note and the original principal balance thereof is hereby reduced to Eight Hundred Fifty Thousand Dollars (\$850,000.00).
 - 2. The Loan Agreement is hereby modified as follows:
 - (e) Lines five through seven of Paragraph 1 are hereby modified to read:

"Borrover may request, but in no event after July 1, 1991 the principal sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00) to be used by Borrowers as stated afore-"

- (b) Line 4 of Paragraph 6 is hereby modified to read:
- "July 1, 1991"
- (c) Line 5 of Paregraph 13 is hereby modified to read:
- "(ii) July 1, 1991"
- 3. All references to the Note in the Mortgage, Loan Agreement and Assignment of Rents socil be deemed to be references to the Note as modified pursuant to Paragraph 1 hereof.
- 4. The Mortgage is hereby modified to provide that the Note as modified by Paragraph 1, hereof shall be deemed to be Exhibit "A" to the Mortgage and the terms of the Note as modified pursuant to Paragraph 1 hereof are hereby incorporated by reference into the Mortgage and the following additional Event of Default is added to Paragraph 5.1 to-wit: a breach of the terms and conditions by either Borrower contained in those certain Negative Pledge Agreements dated November 28, 1989 executed by Borrower and their respective spouses and Lander.
- 5. Title Holder by the execution of this Third Modification Agreement hereby agrees that the Project shall remain subject to the lien of the Mortgage and Assignment of Rents granted by Borrower to Lender both as modified by the Third Modification Agreement and Title Holder agrees to be bound by all the terms, covenants and conditions contained in said documents as if Title Holder were originally named the borrower and assignor thereunder.
- 6. Except for the modifications stated herein, the Note, the Mortgage, the Loan Agreement, and the Assignment of Rents are not otherwise changed, modified or amended.

THIS THIRD MODIFICATION AGREEMENT is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, warranties, undertakings and agreements herein made are made and intended, not as personal covenants, warranties, undertakings and agreements of the Trustee, named and referred to in said Agreement for the purpose of binding it

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personally, but this instrument is executed and delivered by AMERICAN NATIONAL BANK OF CHICAGO, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against AMERICAN NATIONAL BANK OF CHICAGO, its agents or employees, on account hereof, or on account of any covenant, warranty, undertaking or agreement herein contained, either express or implied, all such personal liability of the said AMERICAN NATIONAL BANK OF CHICAGO, if any, being hereby expressly waived and released by Lender and by all persons claiming by or through or under said parties and by every person now or hereafter claiming any right or security hereunder. Anything herein contained to the contrary notwithstanding, it is understood and agreed that AMERICAN NATIONAL BANK OF CHICAGO, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any accion or non-action taken in violation of any of the covenants herein contained.

IN WITHESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

AMERICAN NATIONAL BANK, not individually but as Trustee under Trust Number 113904-08

MI TALL WILLIAM

By:____

BY:

Dennig R. Fields

Charles A. Greenberg

Accepted and agreed to:

AMERICAN NATIONAL BANK, AND TRUST COMPANY OF CHICAGO

The Office

By:

Ita

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STATE OF ILLINOIS	88
COUNTY OF COOK)	SS
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+ IMILE S.	Greenfield A Notary Public in
and for said County.	in the State aforesaid, DO HEREBY CERTIFY and CHARLES A. GREENBERG, who are
that DENNIS R. FIELDS	and CHARLES A. GREENBERG, who are
personally known to m	e to be the same persons whose names are egoing instrument appeared before me this
day in person and ack	nowledged that they signed and delivered the
said instrument as th	eir own free and voluntary act for the uses
and purposes therein	set forth.
GIVEN under my h	and and Notarial Seal this It day of June
, 1991.	
	Jan a Slan on Jan
	Jours of any and
OF PIC AL MAL	Notady Public
HOYART PURK AT PARE OF ILLIHOIS	
MY COMMISSION ET A. 120, 28,1993	My Commission Expires:
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STATE OF ILLINOIS) SS COUNTY OF COOK)	
and for said County, in the St that JAMES E. A.C. P. of AMERICAN NATIONAL BANK AND personally known to me to be to subscribed to the foregoing in appeared before me this day in signed and delivered the said voluntary act and as the free the uses and purposes therein GIVEN under my hand and N	nstrument as such VICE PRESIDENT n person and acknowledged that he instrument as his own free and and voluntary act of said Bank for set forth. Notarial Seal this 24 day of June
	Mary Dongalez
900	Notaty Public
	My Commission Expires:
Ox	9 14.94
/LDSEGRN.ANB 5/12/91 - Jud	"OFFICIAL SEAL" Mery J. Gonzaluz Notary Public, State of Illinois My Commission Expires 9/14/94
	Notary Public, State of Illinois My Commission Expires 9/14/94

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	STATE OF ILLINOIS) COUNTY OF COOK)	SS	
	I, SANDRA and for said County, that J. MICHAE TRUST COMPANY OF CHIC said Bank, who are pe whose names are subsc: whose names are subsc: and appeared before me th	sonally known to me to be the same persons ibed to the foregoing instrument as such	•
	voluntary act and as i	he said instrument as their own free and he free and voluntary act of said Bank, as or the uses and purposes therein set forth. Id and Notarial Seal this day of	991
The same	Morety E Troigs	Notary Public My Commission Expires:	
	FLDMAGRN.ANB 6/13/91 - JTO	CHICHAL SEAL" CHAY, Public State of Illinois Continues on Expires 01/16/95	
		C/O/A	
		C/T/S OFFICE	

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY:

LOT 4 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of County Clerk's Office