#### MODIFICATION AGREEMENT

This Agreement, made as of the  $\Im$  day of August 1992, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a National Banking Association under the laws of the United State of America, ("Lender"), and the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in personally, Decided and delivered to bald limit before pursuance of a Trust Agreement dated August 24, 1988 and known as Trust Number 106305-07 ("Borrower") TepT-01 RECORDING TRAN 3805 09/11/92 10:45:00 79:506 7 4-92-674236

COOK COUNTY RECORDER

Whereas, the Borrower heretofore executed a certain Mortgage dated Novamber 3, 1989 and recorded November 9, 1989, in the office of the Recorder of Deeds of Cook County, Illinois, as Document #89535752, as amended by a modification agreement dated the 4th day of September 1991, and recorded the 16th day of Septembay 1991 as document #91478154 and rerecorded the 9th day of October 1991 as document #91528931 conveying real estate in the County of Cook, State of Illinois, legally described in "Exhibit A" attached hereto and made apart hereof by this reference ("Mortgage"), which said Mortgage was given to secure the payment of one certain Note executed by the Borrower in the www of THREE HUNDRED AND SEVENTY FIVE THOUSAND AND NO/100 (\$375,000.00) DOLLARS.

Which said Modification Agreement reduced the principal amount to \$228,000.00;

Whereas, said Mortgage securing cald Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum \$228,000.00. AND

Whereas, said Note by its terms, as modified, is due and payable on February 28, 1993.

Whereas, the parties hereto have agreed upon in extension of time in said Note and Mortgage upon the terms and conditions hereinafter set forth, NOW

Therefore, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, and said parties do hereby mutually promise and agree as follows:

- The principal balance outstanding as of August 6 1992, is TWO HUNDRED AND TWENTY EIGHT THOUSAND AND NO/100 (\$228,000.00) DOLLARS.
- The due date of July 31, 1992 is hereby extended by February 28, 1993.
- Effective August 1, 1992, borrower shall pay \$2,000.00 principal, plus interest monthly.
- Borrower shall pay the appraisal fee upon receipt of invoice.
- Borrower agrees to pay all fees in relation to the recording of this Modification Agreement and for current Date Down Endorsement from Near North Title Insurance Company.

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And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and in the Mortgage contained, as modified by said Modification Agreement, shall stand and remain unchanged and in full force and effect for and during said extended period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to pay the same principal sum of \$228,000.00 or so much as is here outstanding as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in said Mortgage, then the whole of said principal sum shall, at the election of the holder of said Note, become at once, without notice, due and payable and may be collected together with all accrued interest thereon, anything hereinbefore contained to the contrary notwithstanding.

And it is expressly understood and agreed by and between the parties bereto that the covenants and agreements herein contained shall bind, and inure, to the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

In witness whereof, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

Lender

American National Bank and

Trust Company of Chicago

Vice President

Attest

Assistant Secretary

Borrowar

American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust #106305-07

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Attest:

Assistant Secretary

Consent and Acknowledgment of Guarantors:

Richard A. Stein

Bichard Hanson

This instrument prepared by and after recording return to:

Jill E. Johnston AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

33 North LaSalle Street Chicago, Illinois 60602

This instrument is executed by the undersigned Land Trustee, not personally but safety as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, cover.zc.s. undert-kings and agreemants herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be assured or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking of agreement of the Trustee in this institutional.

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Property address: 420 South Clark Street, Chicago, Llingia Tax ID# 17-16-243-035, Vol., 511

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THE MORTH HALE OF THE MORTH THREE-QUARTERS OF LOT 12 IN BLOCK 114 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 MORTH, BANCE IN EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

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GIVEN under my hand an	free and voluntary act, for the t forth.  d Notarial Seal this 28th 1997.
Cossignation	Valle Corte
0	Notary Public
ly commission expires:	,
1.18 45	OFFICIAL SEAL "
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	NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES OVIR/95
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STATE OF ILLINOIS ; SS COUNTY OF COOK )

#### IL M. SOVIENSKI

said churty in the Stateraforesaid, DO HEREBY CERTIFY that Stateraforesaid, DO HEREBY CERTIFY that Bank and Trust Company of Chicago, a national banking association, and SUDITH B CRAVEN, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument at their own free and voluntary acts, and as the use and purposes therein set forth; and the said Vice President of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

2 1992

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

Am Sovenski

C/O/A/S O/A/CO

Notary Public

My commission expires:

OPPICIAL SEAL'

NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 06/27/96

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STATE OF ILLINOIS SS COUNTY OF COOK

I, JIII & JOHNSTON, a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY that MACK J. Facingto, Vice President of American National Bank and Trust Company of Chicago, a national banking association, and William D. Provan, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument at their own free and voluntary acts, and as the use and purposes therein set forth; and the said Vice President did also then and there acknowledge that he as custodian of the corporate seal of said national banking custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth therein set forth.

of Sprace, 1992. Coot County Clart's Office

My commission expires:

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"OFFICIAL SEAL" JILL E. JOHNSTON Notar Public. State of Illinois My Commission Expires 4/19/95

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