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WHEREAS, THE FIRST COMMERCIAL BANK loaned American National Bank and Trust Company of Chicago, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated JULY 16, 1990 and known as Trust # 112301-09, the sum of ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100THS (\$1,150,000.00) DOLLARS as evidenced by a Note, Trust Deed and Assignment of Rents executed and delivered on July 24, 1990, which Trust Deed and Assignment of Rents were duly recorded in the public records of Cook County as document #'s 90358965 and 90358966, respectively, on July 25, 1990, which Note, Trust Deed and Assignment of Rents are hereby incorporated herein as part of this instrument, covering the following described real estate:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The undersigned, owners of said mortgaged premises, have found it necessary and do hereby request a modification of the terms of said Note and Trust Deed. For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned owner and THE FIRST COMMERCIAL BANK agree to modify the Note and Trust Deed by reducing the interest rate from September 1, 1992 to August 1, 1995 to nine per cent (9.0%) per annum, and changing the interest rate for the period from August 1, 1995 to August 1, 2000 to the prime rate, as defined below, plus one and one half per cent (1.5%) per annum.

AND WHEREAS, the parties desire to restate the modified terms of said Note and Trust Deed so that there shall be no misunderstanding of the matter.

THEREFORE, it is hereby agreed that, provided that the September 1, 1992 payment has been made, the unpaid principal balance of said indebtedness is One Million One Hundred Twenty Nine Thousand Five Hundred Ninety Six and 91/100 (\$1,129,596.91) Dollars, all of which the undersigned promises to pay with interest on the balance of principal remaining from time to time unpaid at the rate computed as follows:

- (a) From September 1, 1992 to August 1, 1995, nine per cent (9.0%) per annum, and
- (b) From August 1, 1995 to August 1, 2000, the interest rate shall equal the prime rate at Continental Illinois National Bank in effect on August 1, 1995 plus one and one half per cent (1.5%) per annum.

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in the following manner:

- (1) From September 1, 1992 to August 1, 1995, the principal and interest on the balance of principal remaining from time to time unpaid at the rate as computed in (a) above, shall be payable in consecutive monthly installments of Nine Thousand Seven Hundred Sixteen and 88/100 (\$9,716.88) Dollars each, beginning with October 1, 1992, and continuing thereafter on the first day of each month up to and including August 1, 1995.
- (2) For the period from August 1, 1995 to August 1, 2000, the unpaid principal balance as of August 1, 1995 together with interest as computed in (b) above shall be amortized over a period of 20 years and shall be payable in consecutive equal monthly installments beginning with September 1, 1995 and continuing thereafter on the first day of each month except that a final payment of principal and interest, if not sooner paid, shall be due and payable on August 1, 2000.

In all other respects, said Note and Trust Deed, and all other documents securing said Note, shall remain unchanged and in full force and effect.

This Agreement shall not become operative and shall be null and void if its execution and recording shall result in the loss to the Note Holder of the priority position of the Trust Deed and the Assignment of Rents securing said Note. Any written declaration executed by the Note Holder and recorded to the effect that this Modification Agreement threatens the priority position of said Trust Deed and Assignment of Rents shall be sufficient to rescind this Agreement and expunge the effects of its recording.

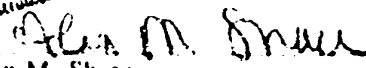
Signed, sealed and delivered this 28th day of August, 1992.


AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee as aforesaid and not personally

BY:   
SECOND VICE PRESIDENT

ATTEST:   
ASSISTANT SECRETARY

This instrument is executed by the undersigned Land Trustee, not personally, but as Trustee in the exercise of the power and authority conferred upon it by the parties, individually. It is expressly understood and agreed that all of the warranties, indemnities, and covenants contained in the Note and Trust Deed and Assignment of Rents shall be the responsibility of the Trustee and not the Land Trustee. The undersigned Land Trustee, in its capacity as Trustee of the Trust, hereby certifies that the undersigned Land Trustee is duly authorized to execute this instrument, and that the undersigned Land Trustee is duly authorized to execute this instrument, and that the undersigned Land Trustee is duly authorized to execute this instrument.

THE FIRST COMMERCIAL BANK  
  
Alan M. Share  
First Vice President

ATTEST:   
Gregory D. Salm  
First Vice President & Cashier

72-64-6433

PFA MATTER

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The undersigned guarantor hereby consent to the foregoing Modification Agreement.

Crillon Management, an Illinois General Partnership

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BY: [Signature]  
Richard M. Wallach,  
a General Partner

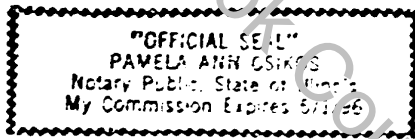
[Signature]  
Richard M. Wallach

[Signature]  
Dr. Howard Frederick Wallach

STATE OF ILLINOIS)  
                                  )SS  
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Johansen, Vice President of American National Bank and Trust Company, and JUDITH B. CRAVEN, Cashier of said Bank, who are personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and CASHIER respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument 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; and the said Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial seal this 04 day of SEP 1992.



[Signature]

STATE OF ILLINOIS)  
                                  )SS  
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alan M. Share, First Vice President of The First Commercial Bank, and Gregory D. Salm, First Vice President and Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and First Vice President and Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument 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; and the said First Vice President and Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given, under my hand and Notarial seal this 4th day of September, 1992.



[Signature]

STATE OF ILLINOIS)  
                                  )SS  
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Richard M. Wallach, a General Partner of Crillon Management, who is personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given, under my hand and Notarial seal this 17th day of NOV, 1992.



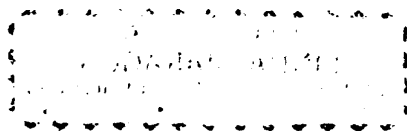
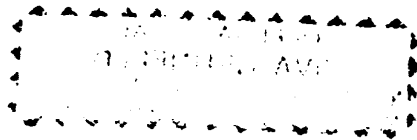
[Signature]

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2025/01/01



STATE OF ILLINOIS)  
)SS  
COUNTY OF COOK)

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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Richard M. Wallach, is personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given, under my hand and Notarial seal this 29<sup>th</sup> day of August, 1992.

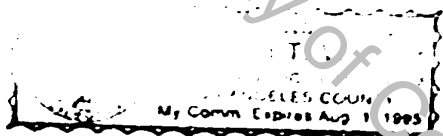


*Linda Maragos*

STATE OF California)  
)SS  
COUNTY OF Los Angeles)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Dr. Howard Frederick Wallach, is personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given, under my hand and Notarial seal this 10<sup>th</sup> day of September 1992. *Howard Frederick Wallach*



*Howard Frederick Wallach*

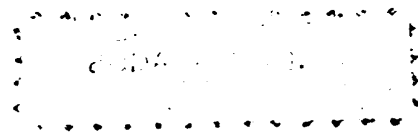
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THE FIRST COUNTY CLERK  
OF COOK COUNTY  
CHICAGO, ILLINOIS

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PROPERTY

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## EXHIBIT "A"

Lot "A" and B" in Barbour's Subdivision of Lots 13 and 14 in Block 27 in Roger Park in the North East 1/4 of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Index No. 11-31-213-007-0000

P.A. 1642-48 W. Lunt and 7009-15 N. Paulina, Chicago, IL

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MAILED TO:  
THE PUBLIC CLERK OF COOK COUNTY  
600 N. DEARBORN ST.  
CHICAGO, ILLINOIS 60610

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