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#### SECOND MORTGAGE SECOND MODIFICATION AGREEMENT

THIS AGREEMENT dated as of the 1st day of July, 1992 by and between ROBERT E. DERHAM AND THOMAS H. BAUR (hereinafter called the "Mortgagor"), and THE NORTHERN TRUST COMPANY (hereinafter called the "Mortgagee"), WITNESSETH THAT:

WHEREAS, the Mortgagor executed and delivered to the Mortgagee (i) a Term Loan Promissory Note dated June 3, 1987 in the amount of \$580,000 (the "Term Note"), and (ii) a Revolving Loan Agreement dated June 3, 1987 providing a maximum credit amount of \$200,000 (the "Agreement"); and

MOTTGAGE as SECOND MORTGAGE dated June 3, 1987 securing the Term Note and the Agreement and conveying and mortgaging real estate located in Cook County, State of Illinois, legally described in Exhibit A attached hereto, the SECOND MORTGAGE being recorded in the Office of the Recorder of Deeds of Cook County, ILLINOIS, on June 5, 1987, as Document Number 87304844 (the "Mortgage"); and

WHEREAS, the Mortgager executed and delivered to the Mortgages a Line of Credit and Installment Note dated May 5, 1989 (the "New Mote"), which New Mote amended, restated, renewed and replaced in its entirety the Agreement; and

WHEREAS, the Mortgagor executed and delivered to the Mortgagee a MORTGAGE MODIFICATION AGREEMENT dated May 5, 1989, affirming that the Agreement as so replaced by the New Note is secured by the lien of the Mortgage, and confirming that all references to the Agreement and underlying indebtedness in the Mortgage shall from that point forward stand as reference to the New Note and underlying indebtedness; and

WHEREAS, the parties hereto wish to replace the Term Note with a Term Loan Promissory Note dated as of July 1, 1992 (the "New Term Note"), to affirm that the Term Note as no replaced is secured by the lien of the Mortgage, and to confirm that all references to the Term Note and underlying indebtedness in the Mortgage shall henceforth stand as reference to the New Term Note and underlying indebtedness; and

Prepared by and return to:

Jonathan Skinner Legal Department-M9 The Northern Trust Company 50 South LaSalle Street Chicago, Illinois 60675

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WHEREAS, the Mortgagee represents that it is the owner and holder of the New Term Note, and the Borrower represents that it is the owner of the real estate and all improvements thereon and that there are no liens (except for taxes not yet due) or mortgages on the real estate and improvements except in favor of the Mortgagee;

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby mutually acknowledged, the parties hereto agree as follows:

- 1. ARTICLE I DEFINITIONS, 1(c) <u>Indebtedness</u>: is hereby amended by substituting "The New Term Note" for "The Term Note and the New Note" in lines 2 and 2 thereof.
- 2. ARTICLE I DEFINITIONS, 1(f) Note: is hereby delected and a new 1(f) Note ("New Term Note"): is substituted therefore as follows:

"That certain Term Note co-made by Mortgagor to Mcrtyagee, dated as of July 1, 1992, in the principa) amount of THREE HUNDRED EIGHTY FIVE THOUSAND A)ID NO/100 DOLLARS (\$385,000), secured, inter alia, by this Mortgage."

- 3. Any references to the Term Note shall be to the New Term Note.
- 4. ARTICLE I DEFINITIONS, 1(h) Revolving Loan Agreement is hereby deleted in its entirety.
- 5. That the Mortgagor hereby agrees that the lien of the Mortgage shall secure the Torm Note, as hereby replaced, to the same extent as if the Term Note, as hereby replaced, were set forth and described in the Mortgage.
- 6. That both parties hereto further mutually agree that all of the provisions, stipulations, powers and covenants in the Mortgage shall start and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by this Mortgage Modification Agreement.

That this Mortgage Modification Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage Modification Agreement as of the day and year first above written.

BY: ROBERT E. DERHAM

THE NORTHERN TRUST COMPANY

STATE OF ILLINOUS

COUNTY OF COOK

Probably Or County Clerky Taid? I, BARGARA J. BACTYANA a Notary Public in and for the County and State aforesaid, DC HEREBY CERTIFY that ROBERT E. DERHAM and THOMAS H. BAUR, appared before me this day in person and acknowledged that the signed, sealed and delivered this instrument as their free and voluntary act for the use and purposes herein set forth.

Given under my hand and seal this  $\frac{39\%}{39\%}$  day of  $\frac{39\%}{2}$ , 1992.

Parkaca ) Blaypa Notary Public

My commission expires July 7, 1945.

"OFFICIAL SEAL" BARBARA J. BHULINA Notery Public, State of ner My Commission Expires July 7, 1593

- 3 -

#### EXHIBIT A

LOT 2 IN BONNETT'S SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 3 IN CUSHMANS RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.)

OF COOK COUNTY CLOTH'S OFFICE

37.24.2066.F.C.

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JONATHAN SKINNER
LEGAL DEPARTMENT-M9
THE NORMERN TRUST CO
SO S. LASALLE ST.
CHICAGO, IL 60675