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#### MODIFICATION AGREEMENT

This Note and Mortgage Modification Agreement (the "Agreement") is made as of the 15th day of March, 1992 by AMALGAMATED TRUST AND SAVINGS BANK as Trustee under Trust Agreement dated February 7, 1975and known as Trust 2810, and not personally, ("Borrower") and NBD BANK EVANSTON, N.A., A National Banking Association ("NBD"):

#### WITNESSETH:

WHEREAS, NBD has loaned ONE MILLION SEVEN HUNDRED FIFTY THOUSAND and 00/100 (\$1,750,000.00) DOLLARS to Borrower (the "Loan"; and,

WHERLAS, the Loan is evidenced by a Note dated May 4, 1990, made by Borrower in the principal amount of ONE MILLION SEVEN HUNDRED FIRT: THOUSAND 00/100 DOLLARS (\$1,750,000.00) (the "Note"); and,

WHEREAS, the Note is secured by a Mortgage dated May 4, 1990, made by Borrower and recorded May 10, 1990, as Document Number 90-218070 in the Offic of the Recorder of Deeds of Cook County, Illinois (the "Mortgage"), which Mortgage encumbers the property described in Exhibit "/" attached hereto (the "Property"); and,

WHEREAS, the Borrowe' has requested and NBD has agreed to modify the terms and corditions of the Note and Mortgage in accordance with the terms are conditions herein contained:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Trustee and NBD agree as follows:

- 1. The date, May 15, 1995, the original maturity of the Note remains the same.
- 2. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the date of this Agreement until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the Note shall bear interest at an aroual rate of NBD's PRIME PLUS 1%, FLOATING (P+1%) percent; provided, however, that any payment of principal or interest which is not paid when due, whether by acceleration or otherwise, shall bear interest on the principal balance outstanding at the same rate for the exact days you have the money.
- 3. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the date of this Agreement and continuing until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the monthly payment of principal and interest to be paid by Borrower under the Note shall be THIRTEEN THOUSAND FIVE HUNDRED THIRTY NINE and 79/100 (\$13,539.79) Dollars with the first such payment being due April 15, 1992. Thereafter, payments will adjust monthly as NBD's Prime Rate changes, whereby the loan will continue to amortize over the original thirty year amortization.
- 4. The Borrower hereby acknowledges that, as of the date of this Agreement, the outstanding principal balance owed under the Note is ONE MILLION SEVEN HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED NINETY NINE and 75/100 (\$1,735,599.75) Dollars and there is no outstanding interest owed under the Note. . DEPT-01 RECORDING

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- 5. As used in the Note and Trust Deed, the terms "Note" and "Mortgage" shall mean and include each of said instruments, respectively, as supplemented and modified by this Agreement.
- 6. As supplemented and modified hereby, each of the Note and Mortgage is hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

AMALGAMATED TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated February 7, 1975 and known as Trust No. 2810

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ATTEST:

The terms and exceptions consided to till footnement to the constant to the co

LAKEVIEW PARTNERS, an Illinois Ltd. Partnership, Beneficiary

ROBERT & BUFORD, Guarantor

NBD BANK EVANSTON, N.A.

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By:

its: Assistant lia Pundit

ATTEST:

Mary Pat Kerrya

Its:

Assistant Secretar

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STATE OF ILLINOIS )	
COUNTY OF COOK ) SS	
said County and State, do her	, a Notary Public in and for eby certify that the above named
of NBD BANK EVANSTON, N.A., p persons whose names are subsc	ersonally known to me to be the same ribed to the foregoing instrument as and ASSISTANT SECRETARY
respectively, appeared before acknowledged that they signe their own free and voluntary a	ore me this day in person and d and delivered said instrument as act and as the free and voluntary act and purposes therein set forth.
GIVEN under my hand and c MARCH, 1992	,
	OFFICIAL SEAL " DAVID J. O'KEEFE NOTARY PUBLIC STATE OF ILLINOIS NOTATY PUBLIC STATE OF ILLINOIS NOTATY PUBLIC STATE OF ILLINOIS
STATE OF ILLINO7S ) ) SS	
COUNTY OF COOK	
ROBERT J. BUFORD and	, a Notary Public in and for said ertify that the above named of said,
subscribed to the foregoing j	respectively, appeared and acknowledged that they signed and
delivered said instrument as Company for the uses and purp	their free and voluntary act of said
GIVEN under my hand and o	official seal, this 1574 day of
	OFFICIAL SEAL " DAVID J. O'KEEFE NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 10/28/95
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
COUNTY OF )	
said county and state, do here	eby certify that personally known
to me to be the same person (foregoing instrument, appeared acknowledged that he signs	s) whose name(s) subscribed to the d before me this day in person, and ed and delivered the said instrument ary act, for the uses and purposes
Given under my hand and o	official seal, this day of
	Notary Public

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION

PARCEL 1:

Lots 2, 3 and 6 (except the Westerly 50 feet of said Lots 2, 3 and 6 and except the Easterly 61 feet of said Lot 6) in the Circuit Court partition of Lots 6 and 9 in Block 8 in Hundley's Subdivision of Lots 3 to 21 and 33 to 37 in Pine Grove, a subdivision of fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 114 feet of the Westerly 164 feet of Lot 8 in Block 8 in Hundley's Subdivision aforesaid, in Cook County, Illinois.

Easement for ingress and egress for the benefit of Parcel 1 (except the Easterly 1) feet of that portion of Lot 6) over and upon the North 9 feet 3 inches of the West 50 feet of Lot 2 in the Circuit Court partition of Lots 6 and 9 in Block 8 aforesaid created by grant dated March 5, 1923 and recorded March 28, 1923 as document no. 7858102, made by Martin Grosby to Samuel A. Cohn and S. Leo Steif, all in Cook County, Illinois.

14-21-109-010, Vol 185 PIN:

County Clerk's Office ADDRESS: 632-44 W. Addison Chicago, IL 60657

THIS INSTRUMENT PREPARED BY: NBD BANK EVANSTON, N.A. 1603 ORRINGTON AVENUE EVANSTON, ILLINOIS 60204 CHARETTE GO

# UNOFFICIAL COPY:

RIDER ATTACHED TO:	Modernat	wa alm	eement	
DATED:	3/15/92			
This instrument is e aforesaid, in the exercise of p that nothing herein containe BANK in its individual corprepresentation contained in t but not limited to warranties, expressly waived by the parties of ar as said Trustre is conditing the premises described there TRUST & SAVINGS PANK management thereof or the inexcept as represented to it or rider and of the agreement to the provisions of this rider should be a second to the provisions of this rider should be a second to the provisions of this rider should be a second to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the agreement to the provisions of this rider should be a second to the second to the second to the agreement to the provisions of the second to the secon	sower and authority confed shall be construed as corate capacity to pay any his instrument, or to perform the conficulty of the perform of the confedential of the confedential of the payment or eld as Trustee merely holds come therefrom, and has to which it is attached, on a	rred upon and vest reating any liability indebtedness accr orm any covenant, of harmless represent erson now or herea indebtedness or rig aforcement thereof legal title to the pro- tio knowledge respe- iciaries of said trus	r on said AMALGAMATE uing thereunder, or with resither express or implied, he tations in said document all feer claiming any right or in the accruing under said documents and the accruing understood that emises described therein as eting any factual matter with the table of conflict.	and it is expressly agreed ED TRUST & SAVINGS espect to any warranty or terein contained, including such liability, if any, being interest hereunder, and as ument shall look solely to said, AMALGAMATED and has no control over the h respect to said premises, between the terms of this
	Ox Coo		TED TRUST & SAVINGE LY, BUT AS TRUSTEE IN THE SIDE OF	UNDER
STATE OF ILLINOIS ) SS COUNTY OF COOK )		9	C	
I, the undersigned, Michael II. and Lateral Sknown to me to be the same Assistant Secretary, respective said instrument as their own f for the uses and purposes the custodian of the corporate sea instrument as her own free an uses and purposes herein set	persons whose names a cly, appeared before me three and voluntary acts, and rein set forth; and the sail of said banking corporated voluntary act, and as the	CE PRESIDENT, ASSISTANT SEC re subscribed to the his day, in person, a d as the free and vol Assistant Secreta ion, did affix the sa	ind acknowledged that the joinntary act of said bankin, ry did also then and there id corporate seal of said ba	JST& SAVINGS BANK, ag corporation, personally such Vice President and signed and delivered the georporation, as Trustee, a knowledge that she, as inkit georporation to said
		. 1.1	R MY HAND AND NOT	C.
RENATA Molary Public	AL "Cook County FORTUN State of Himeis Expires 9/12/95	BY: fen	DAY OF /101/ ta Totan NOTARY PUB!	92308875