SECOND MODIFICATION AGREEMENT

THIS SECOND MODIFICATION AGREEMENT is dated as of June 2, 1993, by and among COMERICA BANK - ILLINOIS, as Successor Trustee to Manufacturers Affiliated Trust Company, as Trustee under a Trust Agreement dated March 29, 1988 and known as Trust No. 10505 (the "Mortgagor") and LASALLE NATIONAL BANK, formerly known as The Exchange National Bank of Chicago (the "Bank");

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RECITALS:

19-10-104-028

- A. The Mortgagor and the Bank heretofore entered into the following documents (collectively, the "Documents"):
 - (1) Installment Note dated April 20, 1989 from Mortgagor to Bank (the "Note");
 - (ii) Mortgage dated as of April 20, 1989 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on May 1, 1989 as Document No. 89194373;
 - (iii) Assignment of Rents and Leases dated as of April 20, 1989 (the "Assignment of Rents"), from the Mortgagor to the Bank, recorded in the Recorder's Office on May 1, 1989 as Document No. 89194374;
 - (iv) First Modification Agreement dated February 13, 1992 and recorded on March 11, 1992 as Document No. 92155771; and
 - (v) Collateral Assignment of Beneficial Interest dated as of June 2, 1993.
- B. The Documents encumber the real estate described in Exhibit_A attached hereto; and
- C. The parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. <u>Recitals Part of Agreement</u>. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Decrease in Rate of Interest and Repayment

BOX 333

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Schedule. The rate of interest charged on the Loan is hereby changed from 9.8% per annum to a floating rate equal to the Bank's Prime Rate plus one percent (1%) per annum, and all of the documents are amended accordingly. For the purposes hereof "Prime Rate" shall mean the rate of interest most recently announced by the Bank as its Prime Rate, which is not necessarily the Bank's lowest or most favorable rate at any one time. Each change in the rate hereon shall take effect on the effective date of the change of the Prime Rate. The unpaid principal amount of the Loan shall hereinafter be repaid in monthly installments of \$4,513.96, plus interest, commencing July 1, 1993 and continuing monthly thereafter, and a final installment to equal the total principal balance then remaining unpaid, plus interest on April 1, 1997.

Section 3. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach an executed copy of this Agreement to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 4. <u>Decuments to Remain in Effect; Confirmation of Obligations; References</u>. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly redified and amended herein. The Mortgagor hereby confirms and reaffirms all of its obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 5. <u>Certifications, Representations and Warranties</u>. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies, represents and warrants to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 6. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 7. <u>Successors</u>. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 8. <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9. <u>Amendments, Changes and Modifications</u>. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 10. Construction.

- (a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.
- (b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.
- (c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.
- (d) Where the contex's so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.
- Section 11. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 12. <u>Governing Law</u>. This Agreement is prepared and entered into which the intention that the law of the State of Illinois shall govern its construction and enforcement.
- Section 13. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, enything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by Comerica Bank Illinois in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against Coamerica Bank Illinois on account of this Agreement or on account of any representation,

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covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, begin expressly waived and released.

Section 14. Fee. Mortgagor shall pay to the Bank a fee in the amount of \$2,000.00 in consideration of the foregoing.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exemise of the power and euthority conferred upon and vested in it as such Trustee. It is expressly underst out and agreed that all not the wind atter, indeed that, representations, commands, undertakings, and represents borden made on the part of the Fractice are undertakings and represents borden made on the part of the Fractice are undertaking it solely in its capacity as Trustee in it as socially its personal representability is assumed by its sall at any time he asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

COMERICA BANK - ILLINOIS, as Successor Trustee to Manufacturers Affiliated Trust Company as aforesaid and not personally ...

By:

Land Trust Officer

resider

(SEAL)

Attest:

Title:

st Officer

LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chizago

Bv:

Title:

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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	STATE OF ILLINOIS)) SS COUNTY OF COOK)
HTUA	The foregoing instrument was acknowledged before me this day of July , 1993, by MARTHA ANN BROOKINS and MYHULE JACOBS ORIZED OFFICER and AUTHORIZED OFFICER respectively, of COMERICA BANK - ILLINOIS, as Trustee under a Trust Agreement dated March 29, 1988, and known as Trust No. 10505, on behalf of said Trustee.
	Notary Public "OFFICIAL SEAL" Maurcen Salutric
	STATE OF ILLINOIS Notary Public, State of Illinois My Commission Expires 4/15/95 My Commission Expires 4/15/95 Notary Public, State of Illinois My Commission Expires 4/15/95 Notary Public, State of Illinois My Commission Expires 4/15/95 Notary Public, State of Illinois Notary P
	The foregoing instrument was acknowledged before me this 30 1 day of June , 1993 by LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chicago), a national banking association, on behalf of the association. ***EFFICIAL SEAL** MIKKI N. GRAVES **NOTARY PUBLIC, STATE OF HUMBIS Notary Public** MY COMMISSION EXPIRES 10/15/94 Notary Public**

This Instrument Prepared by and to be Returned after Recording to:

Paula F. McKay, Esq.
ABN AMRO North America, Inc.
135 South LaSalle Street, Suite 325
Chicago, Illinois 60603

PFM:de X060334.AGR February 13, 1992 Permanent Index Number:

19-10-104-028

Address of Premises: 4900 South Kilbourn Chicago, Illinois

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PARCEL 1:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 1040 FEET AND THE NORTH 1358 FEET THEREOF AND ALSO EXCEPT THE WEST 333 FEET THEREOF)

ALSO

PARCEL 2:

AN IRREGULAR PARCEL OF LAND IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTH WEST 1/4, 233 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF SAID NORTH WEST 1/4, THENCE SOUTHERLY ON A LINE 333 FEET EAST OF AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 1809.50 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE TO THE FORTH WEST OF 45 DEGREES A DISTANCE OF 203.01 FEET TO A POINT 189.45 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTH WEST 1/4; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST AND TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 299 57 FEET AN ARC DISTANCE OF 199.52 FEET TO A POINT WHICH IS 103.84 FEET EAST OF SAID WEST LINE OF THE EAST 3/2 OF THE NORTH WEST 1/4, THENCE NORTHWESTERLY TANGENT 10 THE LAST DESCRIBED CURVE, A DISTANCE OF 175 FEET TO A POINT WHICH IS 83 FEET EAST OF SAID WEST LINE OF THE EAST 1/2 OF THE NORTH WEST 1/4; THENCE NORTHERLY ON A LINE 83 FEET EAST OF AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 1316.82 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID NORTH WEST 1/4; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 250 FEET TO THE PLACE OF DEGINNING, (EXCEPT THEREFROM THAT PART THEREOF WHICH LIES SOUTH OF THE NORTH LINE OF THE SOUTH 1040 FEET, AND NORTH OF THE SOUTH LINE OF THE NORTH 1358 FEET OF SAID EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 10), ALL IN COOK COUNTY ILLINOIS.

ADDRESS: 4900 South Kilbourn, Chicago, Illinois

PIN: 19-10-104-028

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