THIS INSTRUMENT WAS PREPARED BY BANK ONE, CHICAGO, NA REAL ESTATE DEPARTMENT 14 South La Grange Road La Grange, Illinois 60525

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### MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of July 1, 1993, between Gary-Wheaton Bank, not personally, but as Trustee, under Trust Agreement dated February 21, 1985, and known as Trust No. 7094 ("Trust"), and Bank One, Chicago, NA f/k/a Bank One, La Grange f/k/a First Illinois Bank & Trust ("Bank"); and John E. Hausmann and H. E. Partners ("Guarantors").

#### RECITALS

- A. Trust is indebted to Bank in the principal sum of EIGHT HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED FIFTY NINE AND 85/100 DOLLARS (\$847,559.85) as evidenced by a Mortgage Note ("Note") with a face amount of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00) dated as of June 10, 1988, which Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") and Assignment of Rents applicable to the properties commonly known as 3838 W. 51st Street, Chicago, IL 60632 and 4645 S. Knox, Chicago, IL 60632, legally described on Exhibit "A" attached hereto, which documents were recorded with the Cook County Recorder of Deeds on June 30, 1958, as Document Number 88-289400.
- B. Said Note is also secured by the joint and several Guaranty of Payment and Performance as set forth in those certain documents dated June 10, 1988, which were executed by the Guarantor.
- C. Trust and Guarantor have requested a reduction in interest rate and an extension of the loan outlined above from July 1, 1993, to July 1, 1998, and Bank is willing to grant such request pursuant to the terms and provisions of this Agreement and the Replacement Mortgage Note dated July 1, 1993, in the principal amount of EIGHT HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED FIFTY NINE AND 85/100 DOLLARS (\$847,559.85) ("Replacement Note").

NOW, THEREFORE, in consideration of the above Recitals, the parties hereto, do hereby acknowledge and agree as follows:

- 1. Trust and Guarantor do hereby acknowledge that the Mortgage, Assignment of Rents, Guaranty and other applicable Security Documents are in full force and effect.
- 2. The Mortgage and other Security Documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Replacement Note.
- 3. Guarantor does hereby reaffirm and ratify his Guaranty.
- 4. In all other respects, the Mortgage and other applicable Security Documents are hereby ratified and reaffirmed.

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### **UNOFFICIA**

First Chienge Trust Company of Illinois is the Successor Land Trustee to The First National Bank of Chicago, as Successor Trustee to Gary-Whouton Pork and ill referenees within this document to Gary-Whosen Runk shall be desired to mean First Chicago Trust Company of Illinois, as Successor Trustee.

the truster and truster and truster ander a A renment known as least the Faid Just Agraement is hereby made a post hornel and any chains from the standing of this Agreement that he as able only out of any trust proportion in the second second in the second not be presently liable for the performance of any of the terms and considered the test of the satellity or continuen of the title of said property or for any agreement with respect thereto. Any and all pulsonal liability of FIRST CHICAGO TRUST COMPANY of ILLIFOIS is hereby expressly weived by the parties

This agreement is signed by FIRST CHICAGO TRUST COMPANY

hereto and their respective successes anniassign.

Dated at La Grange, Illinois, as of the date first written above.

GARY-WHEATON BANK, u/t/a dated 2/21/85 k/a Trust No. 7094

BANK ONE, CHICAGO, NA f/k/a as Trustee BANK ONE, LA GRANGE, f/k/a FIRST ILLINOIS BANK & TRUST

E. Hausmann John

Copel and Schmid

STATE OF ILLINOIS

SS

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that personally known to me to be the same person John E. Hausmann whose name 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 purposes and in the capacity (if any) therein set forth.

WEN under my and notary seal this 34

OFFICIAL SEAR BARBARA J SISCO NOTARY PUBLIC STATE OF ILL <u> PY COMMESION EXP. JUNE 12.199</u>

Property of Cook County Clerk's Office



STATE OF ILLINOIS )

Surplus ) SS
COUNTY OF COOK )

I, the undersigned a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that William D. Kerth, of Bank One, Chicago, NA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared in person, and acknowledged that he signed, sealed and delivered the said instrument as his (her) free and voluntary act, for the purposes and in the capacity (if any) set forth.

GIVEN under my hand and notary seal this 32 day of

OFFICIAL SEAL
HARKYN J LEJCAR
NOTARY PUBLIC STATE OF RAMONS
NY COMMISSION REP. DRC 24,1994

Notary Public J. Layer

COUNTY OF LOCAL

I, the undersigned, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that wheaton Bank personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, seeled and delivered the said instrument as his free and voluntary act, for the purposes and in the capacity (if any) therein set forth.

GIVEN under my hand and notary seal this sea day of

Notary Public

"OFFICIAL SEAL"
LYNN M. REGELBRUGGE
Notary Public, State of Illinois
My Commission Expires 2/25/9/

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STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for and residing in the said Courcy, in the State aforesaid, do hereby certify that Copeland Schmid: personally known to me to be the same person whose name 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 purposes and in the capacity (if any) therein set forth.

of October, 1993.

Votary Public

OPPICIAL SEAL WELLAN O. KERTH ROTADY PUBLIC STATE OF ILLINOIS

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#### EXHIBIT A

Lot 21 (except the East 243 feet thereof and except the South 33 feet thereof taken for Street), together with the eAst 263.51 feet of Lot 22 (excepting therefrom the South 33 feet thereof taken for street), in the Superior Court Partition of part of the South West 1/4 of the North West 1/4 of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. #19-11-114-050

Address: 3838 W. 51st Street, Chicago, IL 50632

and

The South 116 feet of the North 458.65 feet of Lot 1 (except the South 10 feet of the East 20 feet thereof) in Bartlett's 48th Avenue Supplication of Lot 'A' (except Railroad) in Circuit Court Partition of the South 1/2 and (except the 90 foot strip of adjoining canal) that part of the North West 1/4 South of Illinois and Michigan Canal of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. #19-03-315-016

Address: 4645 S. Knox, Chicago, IL 60632