SECOND AMENDMENT AGRESHOPT

This SECOND ANDNOVENT MIRREDONT (the "Second Amendment") is made this let day of May, 1992 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under a Trust Agreement dated June 14, 1989 and known as Trust No. 108597-00 (the "Trustee"), SPECTRUM-MEMARD LIMITED PARTMERSELF, an Illinois limited partnership (the "Beneficiary, " with Trustee and Beneficiary individually and collectively referred to herein as "Borrower"), and LASALLE MATIONAL BANK, a national banking association (the "Lender" }.

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- coder has made a loan to the Borrower in the principal amount of \$170,000.00 (the "Loan").
- The Loan is evidenced by a Note dated May 30, 1991 executed by Borrower (p) favor of Lender (the "Note"). maturity date of the Note is May 1, 1992.
- The Loan is socured by: (i) a Junior Mortgage dated May 30, 1991 and recorded in the Recorder's Office of Cook County, Illinois on June 6, 1991 as Document No. 91272941 (the "Mortgage"), which encumbers the real estate legally described on Exhibit A attached hereto (the "Property"); and (ii) a Junior Assignment of Rents and Leases ("Assignment of Rents and Leases") dated May 30, 1991 and recorded in the Decorder's Office of Cook County, Illinois on June 6, 1991 as Document No. 91272942. addition, Borrower executed and delivered, or caused to be executed and delivered, to Lender in connection with the Loan the (1) a Security Agreement dated May 30, 1991 following documents: by and between Borrower and Lender: (2) an Environmental Indemnity Agreement dated May 30, 1991 by and between Borrower, William O. Brachman, Stephen E. Barron and Donald Canone and Lender; (3) a Pledge Agreement dated May 30, 1991 by and between Borrower and Lender; and (4) UCC-1 and UCC-2 financing gratements executed by Borrower in favor of Lender.
- Borrower and Lender amended the Note, Mortgigs and Assignment of Rents and other loan documents described above pursuant to the First Amendment Agreement (the "First Amendment") dated October 8, 1991 and recorded in the Recorder's Office of Cook County on January 31, 1992 as Document No. 92064898 whereby the legal description of the Property securing the Loan was amended to include the Additional Property.
- All of the foregoing documents and all other documents and instruments evidencing, securing or otherwise executed in connection with the Loan, as amended by the First Amendment, are hereinafter referred to collectively as the *Loan Documents.

RETURN To: Box 15 N24-21656-14 N.H.

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gar (gar) yang (g F. Borrower and Lender desire to extend the maturity date of the Note and to make other amendments to the Loan Documents as set forth in this Second Amendment.

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NOW, THEREFORE, in consideration of the making of the Loan, the reduction of principal as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Incorporation of Regitals, The foregoing Recitals are hereby incorporated into the body of this Second Amendment and made a part hereof by this reference thereto.
 - 2. Extension of Maturity Date.
 - (a) Note. The maturity date of the Note is hereby extended from May 1, 1992 to June 1, 1993. Any references in the Note to the "Due Date" or the maturity date of the Note or Loan shall hereinafter refer to June 1, 1993.
 - (b) Other Loan Documents. Any specific references to "May 1, 1992" as the maturity date of the Loan or Note shall hereinatter refer to "June 1, 1993." Any general references in the Loan Documents to the maturity date of the Loan or the Note or the Due Date of the Note or Loan shall hereinafter refer to June 1, 1993.
- 3. Amendment to Payments Due Union the Note. The Note is hereby amended to provide that commending January 1, 1993, Borrower shall pay to Lender, in addition to and not in lieu of the amounts that would otherwise be due under the Note, an additional One Thousand Seven Hundred Fifty Dollans (\$1,750) per month.
- 4. Reaffirmation of Representations and Marrinties. The Borrower hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Loan Documents remain true and correct in all respects as of the date hereof.
- 5. No Default. Borrower hereby certifies and confirms to Lender that no event has occurred and currently exists that constitutes an event of default under any of the Loan Documents or that would constitute such an event of default, but for the passage of time or the giving of notice, or both.

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- 6. Condition of Title. The Borrower hereby certifies and confirms to Lender that there has been no change to the title of the Property subsequent to the date of the recordation of the Mortgage.
- 7. Reference to Loan Documents. All references to the other Loan Documents, or any of them, shall be deemed to refer to the Loan Documents, as amended by this Amendment, and to all subsequent amendments and modifications of the respective Loan Documents.
- Borrower hereby ratifies and reaffirms the Loan Documents, as hereby amended, and the obligations, liabilities, liens, encumbrance and security interests created thereby. The Borrower hereby acknowledges that neither the Borrower nor any person or entity claiming by, through or under the Borrower has any defense or claim for setoff against the enforcement by Lender of any of the Loan Documents.
- 9. Full Force and Effect. Except as modified hereby, the Loan Documents shall remain in full force and effect in accordance with their respective terms and provisions.
- Documents as amended hereby, are and shall continue to be binding on the Borrower and its respective successors, assigns, estates, heirs and legal representations, and inure and shall continue to inure to the benefit of Lender and its successors, assigns and legal representatives.
- 11. Payment of Costs. Borrower shall pay all of Lender's costs and expenses incurred by Lender in connection with this Amendment, including, without limitation all legal fees of Lender's counsel in connection herewith, and the enforceability of this Second Amendment against Lender is conditioned upon payment of said costs and expenses.
- 12. <u>Defined Terms</u>. Capitalized terms used herein shall have the same meanings ascribed to them in the Lord Documents, unless otherwise defined herein.
- Trustee, not personally, but as trustee under the Trust Agreement described above and all of the terms, provisions and conditions to be performed hereunder by the said Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against said Trustee by reasons thereof; provided, however, nothing herein shall modify or discharge the personal liability and responsibility of Beneficiary or any Quarantor or any other person or entity in connection herewith.

IN WITNESS WHEREOF, the Borrower and Lender have executed this Amendment as of the day and year first written above.

LENDER:

LASALLS NATIONAL BANK, a national banking association,

The About the Boston

BOREOWER:

AMERICAN MATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee aforeseld

By: Its Views OFFICE

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SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership

By: Spectrum-Menard Management Company, an Illinois corporation Ion General Partner

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COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, IN HERESY CERTIFY, that Stephen E. Barron, duly authorised signatory of Spectrum-Menard Management Company, an Illinois corporation, the general partner of SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such duly authorized signatory of said limited partnership, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership, for the uses and purposes therein set forth.

of 1992. day

John C Rowell

My Commission Expires:

9/8/83

OVPICAL PLAS.

Jose G. Rivelle
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Options

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Consent of Guaranters

The undersigned guarantors under that certain Payment Guaranty (the "Guaranty") dated May 30, 1991 made in favor of Lender, hereby acknowledge and consent to the terms and provisions of the Second Amendment to which this consent is attached and agree that the Guaranty remains in full force and effect and continues to secure the Obligations and Indebtedness (as those terms are defined in the Guaranty) notysthatanding the Property of Coot County Clert's Second Amendment.

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EXHIBIT A

Legal Description

\$40 attachment

This Document was prepared by and Scott H. Powerd Bell, Boyd & Lloyd Three Pirst Mational Plans 70 West Medison Street bette 3300 Plane Topoerity or Cook County Clork's Office Micago, Alinois 60602

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EDITET A - LEGAL DESCRIPTION

Parcel 1:

The Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, except that part thereof lying Easterly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Chio Chicago Terminal Railrend Company by Agreement recorded January 30, 1917 as Document No. 8,024,440. The center line of said 17 foot wide strip of land is described as follows:

Reginning at the intersection of the North line of Neet 18th Street (Rossvelt Read) and the North and touth center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforeseld; thence North along said center line to a point of tangency with a curved line, and curved line being convexed Northeasterly, having a radius of 258.25 feet and being tangent to said center line and tangent to a line 18 feet North of Company's right of way; there Northeasterly along said curved line to its intersection and parallel with the South line of the Saltimore and Chic Chicago Terminal Railroad with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 8 in Andrew Marren, Jr's Resubdivision of part of Marren Park in said Section 17.

Percel f:

That part of Blook 9 in Andrew Marren, Jr.'s Caubdivision of part of Marren Pack, a Subdivision in Section 17, Township 39 North, Nation 13 East of the Third Principal Meridian, in Cook County, Illinois, lying East of the center line of the Southness 1/4 of said Section 17 and lying Westerly of the Neuterly line of the 17 feet wide strip of land granted to the Baltimore and Chio Chiongo Terrical Railread Company by the Agreement recorded January 20, 1917 on Document No. 8,055,440. The center line of easid 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 18th street (Rossvelt Read) and the North and South center line of the West 1/8 of the Southwest 1/4 of the Southwest 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a medium of 350.86 feet and being tangent to said center line and tangent to a line 10 feet North of and parallel with the South line of the Haltimore and Chic Chicago Terminal Sailroad Company's right of way; thence Northwesterly along said curved line to its intersection with the South line of said right of way, the South line of said right of way coinciding with the North line of Bleck 8 in Andrew Marren, Jr's Resubdivision of part of Marren Fark in said Section 17.

Percel 5:

Man-exclusive essent for the benefit of Parcels 1 and 2 for ingress and agrees the

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EMILETY A " LEVAL CONTINUED

the purpose of repairing, maintaining and replacing the structures located on Parasli 1 and 2 as created by the Grant of Eucement recorded August 17, 1987 as Document No. 87-488,540 over a 4 feet wide strip of land lying Eneterly of and adjacent to Parasli 1 and 2 and lying Northerly of the South line of Parasli 2 extended East to the East line of said 4 foot wide strip of land.

Comment Tax Ambers:

18-17-400-014

Volume: 566

(Affects Persel 1)

18-17-413-06) (Affects Femal 2)

Property Adress: 905 S. Menerd Chicago, IL

Percel 4:

Late 1 and 2 in Block 8 in William P. Higgins Park Addition, being a subdivision of that part of the West 1/8 of the Southeast 1/4 of Section 17, Township 39 North, Range 18 Nort of the Third Principal Muridian, lying South of the South line of the right of way of the Baltimore and Chic Chicago Terminal Railroad, in Cock Carry, Illinois.

Personant Tax Number: 16-17-408-013

Volume: 586

(Affects Lot 1)

16-17-498-014 (Affects Lot 2)

Property Adress: Southwest corner of Menard & Arthington

Chicago, IL

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