UNOFFIC

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THIS INSTRUMENT PREPARES LEXIS Document Services BY AND PLEASE RETURN To 135 South Lagalle, Suite 1162 Chiusgo, 11 60503

COMMONLY KNOWN AS:

9001 W. North Avenue Melrose Park, Illinois 60160

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P. I. N. :

12-34-404-012-0000

#### LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Loan Modification") by and between Manbro Real Estate, an Illinois general parchership, by Gary Mancuso, Managing General Partner, ("Borrower") and Salvador Cioffi, Trustee under trust agreement dated September 34, 1957 ("Lender").

RECITALS

. DEPT-01 RECORDING . T00555 TRAN 2111 00/04/93 09149100 COOK COUNTY RECORDER

- On April 18, 1968, Borrower executed and delivered to Lender a Promissory Note in the amount of two hundred thousand dellars (\$200,000.00) !"the Note"). The Note evidences a loan from Lender to Burlower in the amount of two hundred thousand dollars (\$200,000,00) ("the Loan").
- To secure the Note and the load Borrower executed and В. delivered to Londor a Real Estate Mortgage and Assignment of Rents ("Security Document"), dated April 18, 1988, and recorded on April 27, 1988, with the Cook County, Illinois, Recorder of Deeds as Document No.83275711, covering the property legally described in Exhibit A attached hereto and hereby incorporated by reference.
- Borrower has been making payments in accordance with the C. . . Note, and the parties agree that the indebtoiness owed as of April 1, 1993, is one hundred eighty-six thousand eight hundred twenty-two dollars and thirty-two cents (\$286,922.32). The Note and the Loan mature on May 1, 1993.
- Borrower has requested an extension of the maturity days of D. the Note and the Loan. Lender is agreeable to extend the maturity date to January 15, 1994, provided that the monthly payment due May 1, 1993, also include a paydown of the Note and the Loan in the amount of one hundred thousand dollars (\$100,000.00), resulting in an unpaid loan amount of eighty-six thousand five hundred forty-five dollars and ten conts (\$86,545.10). The parties agree that this loan amount will be amortized over twenty-five (25) years at an interest rate of nine (9%) per cent per annum, with a balloon payment due and payable January 15, 1994. Monthly payments will be in the amount of seven hundred twenty-win dollars and twentyeight cents (\$726.28), commencing June 1, 1993. An amortization schedule is attached to this Loan Modification Agreement as Exhibit B and is hereby incorporated by reference. All other provisions of the Note and the Loan are incorporated herein and renewed as if reexecuted as of the

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date of this Loan Modification.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- The above recitals are hereby incorporated herein. 1.
- The Note and Exhibit A of the Mortgage are hereby amended so that the unpaid principal balance due and owing is eighty-six thousand five hundred forty-five dollars and ten cents (\$86,545.10). This balance shall accrue interest at the rate of nine (9%) per cent per year, be amortized over twenty-five (25) years, with a balloon payment due and payable on January 15, 1994. Monthly payments shall be made in arrears, shall commence June 1, 1993, and shall be in the amount of seven hundred twenty-six dollars and twenty-sight cents (\$726.28). An amortization schedule is attached to the Loan Modification and is hereby incorporated by reference as Ixhibit B.
- The Loan Modification shall constitute an amendment of 3. the Note and Security Document, and wherever in said instruments or in any other instruments evidencing or securing the indebtedness evidenced by the Note ("Loan Documents") reference is ande to the Loan Documents aforesaid, such reference spall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Security Pocument or the covenants, conditions and agreements therein contained or contained in the Note.
- Borrower hereby renews, remakes and affilms the 4. representations and warranties contained in the Security Document and Loan Documents.
- The general partner executing the Loan Modification on 5. behalf of the Borrower warrants and represents that he is fully authorized by the partnership to bind Borrower to the Loan Modification.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Modification as of May 1, 1993.

BORROWERT

rug Monen MANBRO MEAL ESTATE,

AN ILLINOIS GENERAL PARTNERSHIP,

BY GARY MANCUSO,

MANAGING GENERAL PARTNER

LENDER:

SALVADOR CIOFFI

TRUSTEE UNDER TRUST AGREEMENT

DATED SEPTEMBER 14, 1957

93338315

STATE OF ILLINOIS

98

COUNTY OF GOOK Duffings

The undersigned, a Notary Public in and for the State of County aforesaid, does hereby certify that Gary Mancuso, personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

of NOR. 1992.

" OFFICIAL SEAL "
KIMBERLEY D. SOWA
NOTARY PUBLIC. STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/29/06

Notary Public

STATE OF ILLINOIS

98

COUNTY OF COOK

The undersigned, a Notary Public in and for the State of County aforesaid, does hereby certify that Salvador Cioffi, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before my this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of May, 1993.

"OFFICIAL SEAL"
Anthony R. Shuker
Notery Public, State of Illinois
My Commission Expires 1/2/95

Notary Public

Property of Cook County Clerk's Office

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#### Exhibit A

#### LEGAL DESCRIPTION:

The South 183 feet of the Mant 261.5 feat of the South Wast 1/4 of the South East 1/4 South of the Indian Boundary line of Section 34, Town (h) ) 40 North, Range 12 East of the Third Principal Meridian, My Cook County, Illinois, excepting therefrom the part thereof corveyed to the state lying South of a line beginning at a point in the West line of maid East 261.5 feet of said South West 174 of the New Pollant 174 of said Section 34, said point being 104, to feet North of the South line of said Section 34 measured a loter anni West 11601 thence East to a point in the East line of maid Scoth Nest 1/4 of the South East 1/4 of said Section 34, said point being 194 5 feet North of, measured along said East line, the aforeward Worth line of Section 34, (except that part lying Fast of a line to feet West of and parallel with hald East line of wald South West 174 of the pouth Bant 1/4 of said Section and excepting that part lying four of a line 33 feet North of and parallel with the aforemaid South line of said Saution 34), in OUNT C from County, Thistoin,

COMMERCIAL KIRON AS:

9001 W. North Avenue

Melroje Park, Illinois 60150

PIN

12-34-404-012

Exhibit B

Amortization Schedule (Attached)

Property or Coot County Clerk's Office

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