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LOAN NO. 11-506541-2

## LOAN MODIFICATION AGREEMENT

WHEREAS, CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation organized and existing under the laws of the United States of America (the "Lender")

Loaned to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 19, 1977 AND KNOWN AS TRUST NO. 41062, (the "Borrower")

and  
T#0012 TRAN 4410 10/18/94 14:03:00 \$29.50  
#8700 \$ SK \*-94-892103  
COOK COUNTY RECORDER

THOMAS M. HADERLEIN, Individually (the "Guarantor")

the principal sum of \*\*\*TWO HUNDRED TWENTY THOUSAND AND 00/100\*\*\*  
- - - DOLLARS (\*\*\*\$220,000.00\*\*\*) as evidenced by a Note, Mortgage  
and personal guaranty Rider dated July 3, 1994 which Mortgage is  
recorded as Document No. 27175029, (collectively the "Loan"), in  
the Recorder's Office of Cook County, Illinois, relating to the  
following legally described real estate, to wit:

LOTS 12 AND 13 IN BLOCK 7 IN NICHOLAS  
MILLER'S SUBDIVISION OF THE SOUTH WEST  
1/4 OF THE NORTH EAST 1/4 OF SECTION 7,  
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, (EXCEPT THE  
EAST 511 FEET THEREOF) in Cook County,  
Illinois\*\*\*\*

Commonly Known As: 1971-73 West Farragut, Chicago, IL 60625  
5215-23 North Damen, Chicago, IL 60625

P/R/E/I #: 14-07-225-001-0000

WHEREAS, The Borrower does hereby request the Lender to extend the maturity of the Loan from July 1, 1994 for five (5) years through and including July 1, 1999 and Borrower does further request that all other terms, covenants and conditions of the Loan, except for date of maturity, shall continue in full force and effect and provided therein; and

WHEREAS, the Lender is willing to extend the maturity of the Loan from July 1, 1994 to July 1, 1999, and the Lender is willing to restate and reaffirm all the terms, covenants and conditions of the Loan, except for date of maturity, shall continue in full force and effect provided therein;

WHEREAS, the monthly escrow payment is ONE THOUSAND FIVE HUNDRED SEVENTEEN AND 20/100 DOLLARS  
(\$ \*\*\*1,517.20\*\*\*).

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WHEREAS, the Borrower has found it necessary to, and does hereby, request this first modification of the terms of the Loan, and the Lender and Borrower agree to modify the terms of the Loan and the Note and Mortgage on the terms and conditions stated herein.

NOW THEREFORE, in consideration of the foregoing, including but not limited to the forbearance by the Lender of legal rights and remedies as provided under the present terms of the Loan and other good and valuable consideration, the Lender and the Borrower hereby agree to the following modifications of the Loan:

1. It is understood and agreed between and amongst the Parties that as of the date hereof, the amount of all indebtedness owed by the Borrower to Lender is \*\*\*ONE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED NINETY TWO AND 79/100 DOLLARS\*\*\* (\$121,992.79);
2. The entire unpaid principal balance, if not sooner paid, shall be due and payable in full on the 1st day of July, 1999.
3. The monthly escrow payment shall be <sup>\*\*\*ONE THOUSAND FIVE HUNDRED SEVENTEEN AND 20/100\*\*\* DOLLARS</sup> (\$ \*\*1,517.20\*\*). This amount may be adjusted by the Lender if real estate taxes and/or insurance costs increase or decrease.
4. The terms, covenants and conditions contained in the Note, Mortgage and personal guaranty Rider dated July 3, 1984, are hereby incorporated herein by this reference and the same are hereby reaffirmed as of the date hereof, such terms, covenants and conditions hereby continuing in full force and effect except as modified for date of maturity.
5. This Loan Modification Agreement is executed by the undersigned Borrower not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of

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BARBARA J. NEHR  
Cook County Clerk of Courts  
175 Government Center Plaza  
Chicago, Illinois 60601

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
not personally, but as aforesaid

By: [Signature]

Attest: [Signature]  
Secretary

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK     )

I, the undersigned L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. MICHAEL WHELAN, personally known to me to be the Vice President President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association and E. JOHANSEN personally known to me to be the ASSISTANT Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 4th day of August, A.D. 1994.

L. M. Sovienksi  
Notary Public



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GUARANTOR

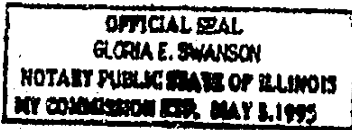
By: Thomas M. Haderlein  
THOMAS M. HADERLEIN  
Individually and As Absolute Guarantor

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned Gloria E. Swanson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS M. HADERLEIN and 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 severally acknowledged that as such person he signed and delivered the said instrument, and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 26th day of August, A.D. 1994.

Gloria E. Swanson  
Notary Public



This Document Prepared By:

Douglas G. Felder, P.C.  
2800 Three First National Plaza  
Chicago, Illinois 60602

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**MAIL TO:**

CENTRAL FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF CHICAGO  
1601 W. Belmont Ave.  
Chicago, IL 60657



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