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VARIABLE RATE NOTE AND MORTGAGE
FIRST MODIFICATION AGREEMENT

This Variable Rate Note and Mortgage First Modification Agreement (the "Agreement") is made as of the 1st day of February, 1994 by and between Jerzy Mroczkowski and Lach Sawicki, as tenants in common ("Borrower"), and Old Kent Bank, an Illinois Banking Association;

WITNESSETH:

WHEREAS, Old Kent Bank has loaned One Hundred Forty Seven Thousand and No/100-----Dollars (\$147,000.00) to Borrower (the "Loan");

WHEREAS, the Loan is evidenced by a Note dated July 30, 1993, made by Borrower in the principal amount of One Hundred Forty Seven Thousand and No/100-----Dollars (\$147,000.00) (the "Note"); and

WHEREAS, the Note is secured by a Mortgage dated July 30, 1993 made by Borrower to Old Kent Bank and recorded August 6, 1993 in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 93618000 (the "Mortgage"), which Mortgage encumbers the property described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Borrower has requested and Old Kent Bank has agreed to modify the terms and conditions of the Note and Mortgage in accordance with the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Old Kent Bank agree as follows:

1. The date "February 1, 1994" (the Original Maturity Date"), whenever it appears in the Note and the Mortgage is hereby deleted and "August 1, 1994" (the "New Maturity Date") is substituted therefore, thereby extending the maturity date of the Note to the New Maturity Date.

2. Notwithstanding any provisions of the Note which may be or appear to be the contrary, from and after the date of this agreement until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the note shall bear interest at an annual rate of Prime plus Three percent (Prime + 3.00%) provided, however, that any payment of principal or interest which is not paid when due, whether by acceleration or otherwise, shall bear interest at an annual rate of Prime plus Three percent (Prime + 3.00%).

3. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the date of this agreement and continuing until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the monthly payment or principal and interest to be paid by Borrower under the Note shall be interest monthly with the first such payment being due March 1, 1994.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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4. The Borrower hereby acknowledges that, as of the date of this Agreement, the outstanding principal balance owed under the note is One Hundred Forty Seven Thousand and No/100---- Dollars (\$147,000.00) and the outstanding interest owed under the Note which is due as of the date of this Agreement is One Thousand Eight and 48/100---Dollars (\$1,008.48). A Loan Renewal fee in the amount of Three Hundred Sixty Seven and 50/100----- Dollars (\$367.50) is due at the time of this agreement.

5. As used in the Note and Mortgage, the terms "Note" and "Mortgage" shall mean and include each of said instruments, respectively, as supplemented and modified by this agreement.

6. Except as expressly supplemented and modified hereby, the terms and provisions of the Note and of the Mortgage continue in full force and effect and each is hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

OLD KENT BANK,

BY: _____

Geoffrey A. Lire
Its: Construction Loan Mgr.

BY: _____

V.C. Mattingly

Its: A.V.P.

By: Jerzy Mroczkowski

By: Lech Sawicki

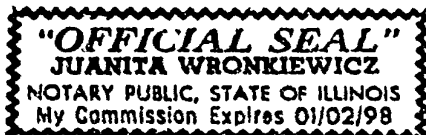
State of Illinois ss
County of DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerzy Mroczkowski and Lech Sawicki, tenants in common, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 1st day of February, 1994.

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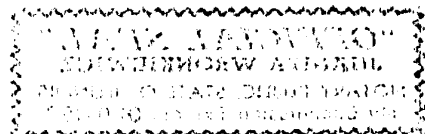
Juanita Wronekiewicz
Notary



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State of Illinois ss
County of DuPage

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Geoffrey A. Line, personally known to me to be the Construction Loan Manager of Old Kent Bank, an Illinois corporation, and Virginia C. Mattingly, personally known to me to be the Assistant Vice President 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 Construction Loan Manager and Assistant Vice President, they signed and delivered the said instrument 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 of said corporation, for the uses and purposes therein set forth.

Given under my hand and notary seal this 1st day of February 1, 1994.

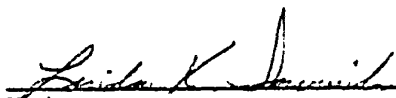

Notary



Exhibit A

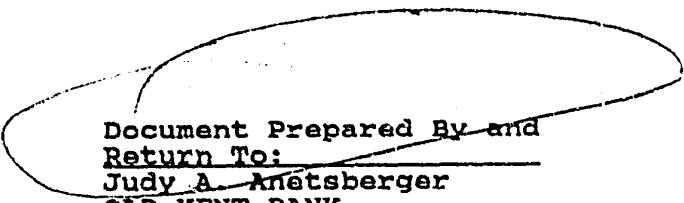
MORTGAGE: Legal Description of property commonly known as:

1257 N. Cleaver, Chicago, IL 60626

LOT 2 IN BLOCK 1 IN MAYERHOFF'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 13 IN THE CANAL TEES SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN: 17-05-124-001-0000

94151854


Document Prepared By and
Return To:
Judy A. Anetsberger
OLD KENT BANK
1500 North Main Street
Wheaton, IL 60187

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12/22/2011