### SECOND LOAN MODIFICATION AGREEMENT

95568515

This Agreement made this 30th day of June, 1995 by and between Cosmopolitan Bank and Trust not personally but solely as trustee U/T/A, dated June 8, 1994, A/K/A Trust No. 30134, American National Bank and Trust Company of Chicago sucessor Trustee to First Chicago Bank of Ravenswood, not personally but solely as trustee u/t/a dated February 27, 1990 a/k/a Trust No. 25-10612, Andy Roman, Jr., Jaime Rodriguez, Filemon Rodriguez, Sergio Rodriguez, Juana Cajigas and 2100 North Corp., Inc. ("Mortgagor and Borrowers") and Cosmopolitan Bank & Trust, 801 North Clark St., Chicago, IL. ("Mortgagee and The Bank").

WITNESSETH:

DEPT-01 RECORDING

\$31.00

T#0012 TRAN 6111 08/28/95 10:04:00

\$8311 + JM ×-95-568515

COOK COUNTY RECORDER

WHEREAS, Borrowers have heretofore made, executed and delivered the following:

A. Construction Note date: September 8, 1994 in the original sum of Four Hundred Forty Five Thousand and No/100 (\$445,000.00) made by Mortgagor to Mortgagee ("Construction Note").

- B. Construction Loan Agreement of ever date by and between Borrowers and The Bank.
- C. Construction Mortgage Assignment of Leases and Rents and Security Agreement of even date with and securing the Construction No.e executed, acknowledged and delivered by Mortgager to Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois September 23, 1994 as Document No. 94-830872 ("Mortgage"), encumbering 2100 W. North Ave., Chicago. IL.
- D. Assignment of Leases Rents and Profits of even date covering 2100 W. North Ave., Chicago, Illinois, recorded September 23rd, 1994 with the Cook County, Illinois Recorder of Deeds as Document No. 94-830873. (Assignment of Rents).

Whereas, said Mortgage and Assignment of Rents constitute a first lien upon certain real property situtated in Chicago, Illinois and legally described on Exhibit "A" attached hereto and expressly made a part hereof.

- E. Second Mortgage Assignment of Leases and Rents and Security Agreement of even date with and securing the Construction Note, executed, acknowledged and delivered by Mortgagor to Mortgagee and recorded in the office of the Cook County, Illinois Recorder of Deeds September 23, 1994 as Document No. 94-830875. (Second Mortgage)
- F. Assignment of Leases, Rents and Profits of even date with and securing the Construction Note, executed, acknowledged and delivered by Mortgagor to Mortgagee recorded in the office of the Cook County, Illinois Recorder of Deeds September 23, 1994 as Document No. 94-830877 ("Assignment of Rents")

MAIL AND RETURN TO: COSMCPALITAN BANK MID TRUST 801 N. CLARK CHGO. IL. 66610 3/2

BOX 333-671

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Whereas, said Second Mortgage and Assignment of Rents constitute a second lien upon certain real property situated in Chicago, Illinois and legally described on Exhibit "A" attached hereto and expressly made a part hereof.

- G. Second Mortgage and Security Agreement of even date with and securing the Construction Note, executed and, acknowledged and delivered by Mortgager to Mortgagee and Recorded in the office of the Cook County, Illinois, Recorder of Deeds September 23, 1995 as Document No. 94-830876 (Second Mortgage)
- H. Loan Modification Agreement dated the 22nd day of March 1995 by and between Mortgagor and Mortgagee and recorded in the office of the Recorder of Deeds of Cook County Illinois as Document No. 95568514

Where said Second Mortgage constitutes a second lien upon certain real property situated in Chicago, Illinois, and legally described on Exhibit "A" attached hereto and expressly made a part hereof.

All of the above documents described in paragraphs A through G may hereinafter be referred to as the "Collatery." Documents".

WHEREAS, on the date Mo tgagee executes this Agreement, Mortgagee is the owner and holder of record of the "Collagaa' Documents"; and

WHEREAS, on the date Mortgago executes this Agreement, Mortgagor continues to be the owner of the premises described above and acknowledges said Mortgage is valid and subsisting first lien securing an indebtedness in the principal sum of Four Hundred Forty Five Thousand And No/100 Dollars (\$445,000.00) with interest thereon as set forth in the Construction Note all in accordance with the terms, covenants, conditions and warranties of said Collateral Documents, and that there are no defenses or offsets to said Collateral Documents and that all of the other provisions thereof are in full force and effect; and

WHEREAS, the parties hereto desire to modify and amend the Construction Note.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

- 1. All of the foregoing recitals are hereby incorporated into this Agreement and made a part hereof.
- 2. The Construction Note is AMENDED as follows:
  - A. Maturity date of the Construction Note is hereby extended to January 1st. 2000.
  - B. The Rate on the Note shall be fixed at 9.00% per annum.
  - C. The monthly principal and interest payments shall be \$4,003.78 beginning on August 1st, 1995 and on the 1st of each month thereafter until the maturity of the loan.

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- D. Any payment received 15 days after the due date shall incur a 5% penalty of the scheduled payment amount.
- E. Interest on the Construction Note shall be calculated on a 30/360 day calendar year.
- Except as herein expressly modified, all of the terms, covenants, conditions and 3. warranties of the Construction Note and Collateral Documents shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Loan Modification Agreement on the date first above written.

MORTGAGEE

COSMOPOLITAN BANK AND TRUST

MORTGAGOR:

2100 North Corp., Inc.

Cosmopolican Bank and Trust not personally but solely as Trustee u/t/a dated June 8, 1994 a/k/a Trust No. 3013

By: For signatures and exculpatory provisions, See rider hereto attached which is expressly incorp-By: orated herein and in de a part hereof.

Andy Roman, Jr.

me Rodrige

Filemon Rodriguez

Sergia Rodriguez

American National Bank and Trust Contrary of Chicago Sucessor Trustee to First Chicago Bank of Ravenswood, not personally but solely as Trustee u/t/a dated February 27, 1990 a/k/a Trust No. 25-10612

The terms and conditions contained in this By: instrument to the contrary notwithstanding this instrument is subject to the provisions of the

Trustee's Exculpatory Rider attached hereto and, made a part horeof.

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### SEELBET A

LOTS 67 AND 68 IN JOHNSON'S ADDITION TO CHICAGO, A SUBDIVISION OF PARTS OF LOTS 3 5 AND 6 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 31, TOWNSHIP 40 NORTH RANGE 14, EAST OF LEAVITT STREET, IN COCK COUNTY, ILLINOIS

2100 W. North Ave., Chicago

JOY OF

PIN 14-31-331-017-000

LOT 29 IN BLOCK 3 IN PICKENT'S SECOND ADDITION TO CHICAGO IN SECTION 6, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL OUNT COATS OFFICE MERIDIAN, IN COOK COUNTY, ILLINOIS

1507 N. Milwackee Ave., Chicago

PIN 17-06-200-022-0000

### REIBIT A

LOT 79 IN LAND COMPANY'S SUBDIVISION IN BLOCK 41 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTE, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COCK COUNTY, ILLINOIS

1716 W. Dickens, Chicago

PIN 14-31-209-032

Proberty of Cook County Clerk's Office

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereot.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aicresaid, has caused these presents to be signed by one of its Officers, and its corporate seal to be hereunto affixed the day and year first above written.



AMERICAN NA TIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as alloresaid, and not personally.

By Milen

STATE OF ILLINOIS COUNTY OF COOK

ANNETTE G. FLOOD

a Notary Public in and for said County, in the state afciencial, do hereby certify

Michael Wang an officer of American National Bank and Trust Company of Chicago personally known to
me to be the same person whose name is subscribed to the foregoing instrument, appeared before the this day in person
and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act,
for the uses and purposes therein set forth.

GIVEN under my hand and seal this

day of AUG 2 2 1995

"OFFICIAL SEAL"
ANNETTE G. FLOOD
Notary Public, State of Illinois
My Commission Expires 10/20/98

NOTARY PUBLIC

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereoi, 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 holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITHESS WICHEOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY (S)	
Vice President and Andrew William	
ATTEST July M. Cardill	95
Land Trust Administra o	5568515
STATE OF ALLIROIS	55
COUNTY OF COOF ** Todd W. Cordell ***** David Larson	Ċ
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named XXMINISXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
me to be the same persons whose names are subscribed to the foregoing instrument as	
they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator then	·nta.
of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to be affixed to said instrument as said Land Trust Administres of the curporate seal to said the curporate seal to be affixed to said the curporate seal to said the curporate seal to said the curporate seal to said th	atur
of said COSHOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.	
GIVEN under my hand and Notarial Seal, this 5th day of	
July A.D., 19 95 .	
OFFICIAL SEAL PATRICK M. CLARKE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9-19-98	/

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