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This document was prepared by: DOWNERS GROVE NATIONAL BANK 5140 S. MAIN STREET DOWNERS GROVE, ILLINOIS 60515



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0EPT-01 RECORDING \$27.1 T\$7777 TRAN 8878 09/08/95 13:04:00 \$5308 \$ SK #-95-60160: COOK COUNTY RECORDER \$27.50 601602

(Space above this line for recording purposes)

MODIFICATION AGREEMENT

to a Promissory Note(s) and to a Mortgage held by **DOWNERS GROVE NATIONAL BANK**

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is July 30, 1995, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:

LAUNDRYLAND SOUTH ASSOCIATES L. P.

an ILLINOIS limited partnership 2724 COVERT GLENVIEW, ILLINOIS 60025 Tax I.D. # 36-3798234

BORROWER:

LAUNDRYLAND SOUTH ASSOCIATES L. P.

an ILLINOIS limited partnership 2724 COVERT GLENVIEW, ILLINOIS 60025 Tax I.D. # 36-3798234 ROBERT WEINSTEIN 2724 COVERT GLENVIEW, IL 60025 Social Security # 351-34-7507

BANK;

DOWNERS GROVE NATIONAL BANK

a national banking association 5140 S. MAIN STREET **DOWNERS GROVE, ILLINOIS 80515** Tax I.D. # 363629734 (as Mortgagee)

- BACKGROUND. Borrower executed a promissory note payable to the order of Bank dated January 31, 1992, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 75216, in the principal amount of \$337,038.03, and payable on demand, but if no demand is made, on 073095. As of the date of this Agreement, the principal balance on the Note is \$275,306.74, and the accrued interest is \$75.54. The total amount currently due on the Note is \$337,113.57. Borrower and Bank hereby agree to modify the Note on the terms contained in this Agreement.
- 3. SECURITY. This Agreement is secured by the following type(s) (or items) of property (Collateral):

Real Estate

The real property portion of the Collateral includes the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

SEE ATTACHED EXHIBIT "A"

HX**98991HRXIK MX98**1X**X RINKSANGANIK NINK NINK** The Property may be commonly referred to as 6036 WESTERN CHICAGO,

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a balloe for the benefit of the Owner or owners, all: accessions, accessories, additions, filtings, increases, insurance benefits and proceeds, parts,

Modification Agreement LAUNDRYLAND S. ASSOC 07/30/95

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

County Clark Strong

Court Hill

Property of Cook County Clerk's Office

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products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

MODIFICATION. The above described note(s) have been renewed and the Renewal Note (Renewal Note) now evidences the indebtedness (Obligations) of LAUNDRYLAND SOUTH ASSOCIATES L. P. and ROBERT WEINSTEIN (Borrower) to Bank as evidenced by Borrower's promissory note payable to the order of Bank dated July 30, 1995 evidencing a loan (Loan) in the principal amount of \$275,306.74. Subject to the actual terms and conditions under the Renewal Note, the following provisions of the Loan have been modified to read as follows:

A. INTEREST. The Loan in the principal amount of \$275,306.74 is payable to Bank's order with interest from July 30, 1995, on the unpaid principal balance at an annual rate equal to 1 percentage point above the Special Prime Rate (which rate is hereafter defined) until the Note matures or the obligation is accelerated. The Special Prime Rate is defined as the prime rate that is published in the Money Section of the Wall Street Journal and is quoted by the Wall Street Journal, as adjusted and announced or published from time to time. The Special Prime Rate, plus 1 percentage point, may also be referred to hereafter as the "Contract Rate".

The Contract Rate is the sum of the Special Prime Rate (8.75%) plus 1 percentage point. The effective Contract Rate today is 9.75%. The Special Prime Rate today is not necessarily the lowest rate at which Bank lends its funds. The Special Prime have its only an index rate from which interest rates actually charged to customers may be measured. The use of the Special Prime Rate is for convenience only and does not constitute a commitment by Bank to lend money at a preferred rate of little ast. The Special Prime Rate is a benchmark for pricing certain types of loans. Depending on the circumstances, such as the amount and term of the loan, the creditworthiness of the borrower or any guarantor, the presence and nature of consteral and other relationships between a borrower and Bank, loans may be priced at, above or below the Special Prints 14234.

All adjustments to the Contract (12ta will be made on each day that the Special Prime Rate changes. Any increase to the Special Prime Rate may be carried over to a subsequent adjustment date without resulting in a waiver or forfeiture of such adjustment, provided an adjustment to the Contract Rate is made within one year from the date of such increase. Any change in the Contract Rate win take the form of different payment amounts. After maturity or acceleration, the unpaid balance shall bear interest at the ate specified in the Note until paid. If the interest accrued and collected exceeds the Maximum Lawful interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower according to the actuarial method. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

- B. REPAYMENT TERMS. REPAYMENT SCHEDULE IS AS FYLLOWS: (59) FIFTY-NINE FIXED PRINCIPAL PAYMENTS OF \$3,890.77 PLUS ACCRUED INTEREST, PAYABLE MONTHLY, BEGINNING AUGUST 30, 1995. BALLOON PAYMENT DUE JULY 30, 2000. (APPROXIMATELY 105 Mg. AMORTIZATION)
- C. OTHER MODIFICATIONS.
- 5. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represent., y arrants and covenants:
 - A. that the Mortgage liens described herein and granted to DOWNERS GROVE MATIONAL BANK are subordinate to no other lien or interest;
 - B. that Mortgagor has good and marketable title to all of the Property; and
 - C. that the Property is subject to no outstanding ilens or other encumbrances.
- 6. CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. All other terms and conditions of this Lean contained in the loan documents not specifically referred to and modified herein continue in full force and effect.
- 7. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement,

BORROWER:

LAUNDRYLAND SOUTH ASSOCIATES L.P. AN ILLINOIS LIMITED PARTNERSHIP

General Partner?- Laundryland South, Inc.

resident

Charles Hansen, Secretary

BORROWER:

APPR

Weinstein, Individually

07/30/95

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PAGE 2 AR

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DOWNERS GROVE NATIONAL BANK a national lyanking association	
a national Manking association	Corporate Seal*
GARRY T. CORRIE, VICE PRESIDENT	-
Altest	-

("Cosporate seal may be affixed, but failure to affix shall not affect validity or reliance.)	
STATE OF TIMOIS COUNTY OF THAT I 1995, I UNCLUM STACE On this 30th day of 1995, I UNCLUM STACE WEINSTEIN and CHAP & HANSEN all as general partners in the ILLINOIS limited partnership of LAUNDRYLAND personally known to rue to ge the same persons whose names are subscribed to the foregoing instrument, appeared and acknowledged that the sened and delivered the instrument as their free and voluntary act, for the uses and purpo My commission expires:	before me this day in person.
Lyan Chaloly &	"OFFICIAL SEAL"
NOTARY PUBLIC	Susan Ann Colby
STATE OF Illinois	Notary Public, State of Illinois
COUNTY OF DUPASE SS:	My Commission Expires Sept. 27, 1995
On this 30 day of fruly, 1812, 1 W United a not	ary public, certify that ROBERT
WEINSTEIN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, a person, and acknowledged that (he/she) signed and delivere the instrument as (he/she) free and voluntary act, for the	ppeared before me this day in
My commission expires:	"OFFICIAL SEAL"
STATE OF TIMENO	7
88;	Notary Public, State of Illinoi
on this 25 day of July 19951, the warring a notar	My Commission Expires Sept. 27, 199
CORRIE, VICE PRESIDENT, of DOWNERS GROVE NATIONAL BANK, a national banking association, personally	coown to me to be the same
person whose name is subscribed to the foregoing instrument, appeared being me this day in person, and acknowle delivered the instrument as (his/her) free and voluntary act, for the uses and purpose cet forth.	dged that (he/ahe) algred and
My commission expires:	"OFFICIAL SEAL"
NOTARY PUBLIC	Susan Ann Colby
	Notary Public, State of Illinois
	My Lemm ssion Figures Sept. 27, 1995
THIS IS THE LAST PAGE OF A 3 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOR	LOW.
Tó	

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Modification Agreement LAUNDRYLAND S. ASSOC

07/30/95

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

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LEGAL:

LOTS 13 TO 17 INCLUSIVE IN BLOCK 16 IN COBE AND MCKINNON'S 59TH ST. AND WESTERN AVENUE SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE EASEMENT AGREEMENT DATED MARCH 1, 1989 AND RECOPCED MARCH 9, 1989 AS DOCUMENT 89104129 MADE BY AND BETWEEN FLETCHER HARMEYER ENTERPRISES, AN ILLINOIS PARTNERSHIP, AND QUIK WASH V, A CORPORATION OF ILLINOIS, FOR INGRESS AND EGRESS OVER PARTS OF THE FOLLOWING DESCRIBED LAND, TO WIT:

LOTS 18 TO 24 INCLUSIVE IN BLOCK 16 IN COBE AND MCKINNON'S 59TH ST AND WESTERN AVENUE SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

6036 S. WESTERN AVENUE CHICAGO, ILLANOIS 60636

P.I.N.

19-13-415-025 19-13-415-026 19-13-415-028 19-13-415-029 19-13-415-036 19-13-415-031 19-13-415-032 19-13-415-033 19-13-415-035 19-13-415-035 95601602

EXHIBIT K

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