LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of February 14, 1995, but made effective as of January 5, 1995, by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois corporation ("BANK"), MID TOWN BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/21/89 A/K/A TRUST NO. 1737 ("BORROWER") & Uptown Community Learning Center, an Illinois (not for profit) corporation and Paul Siegal, Walter Coleman and Ann Cline, personally ("GUARANTORS").

WHEREAS:

\$6960 \$ KR -95· -16507 COOK COUNTY RECORDER

10 Despt in Francisco

- The BORROWER has heretofore executed a Demand Note dated December 28, 1989, in the 1. principal amount of \$142,500.00, of which the BANK is presently the holder;
- The NOTE is secured by a Trust Deed dated December 28, 1989, and recorded in the Recorders Office of Cook County, Illinois, as document number 90003682 ("TRUST DEED"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by 2.
- 3.
- this reference incorporated herein ("REAL ESTATE");

 The NOTE is lurther secured by an Assignment of Rents of even date Therewith and recorded in the Legrary Office Cock County, Illinois as document counter 90003683, ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;

 The NOTE is further secured by a Collateral Assignment on the Beneficial Interest in that cereain Land Trust which is known as Hid Town Bank and Trust Company of thicago a/t/u Trust Agreement as ced 12/21/89 a/k/a Trust No. 1737 ("ASSIGNMENT OF BENEFICIAL INTEREST") which land trust holds title to the described REAL ESTATE;

 The NOTE is further we wired by Personal Guaranty (s) ("GUARANTY (S.) dated of even date
- 5... The NOTE is further we mired by Personal Guaranty(s) ("GUARANTY(C)") dated of even date therewith and executed by the GUARANTORS guaranteeing repayment of the indebtedness evidenced by said NOTE;
- The BANK has disbursed to BORPTVER the sum of \$142,500.00, which amount represents the entire principal sum of the indeptedness evidenced by the NOTE;
- The interest rate evidenced on said NOTE is one and one-half (1.5%) percentage points (2.5%) percentage points (2.5%) percentage points (2.5%) percentage points
- The maturity date evidenced on said (oTE is on Demand;
- 9. The BORROWER desires to amend the losa amount, interest rate and repayment term as evidenced By the NOTE;
- 10. The BANK has agreed to such modification versuant to the terms and conditions of a commitment of the BANK dated February 14, 1963 ("COMMITMENT").

NOW THEREFORE, notwithstanding anything contained to the contrary in the NOTE, MORTGAGE, AND GUARANTE(S), and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- The principal amount evidenced by the NOTE as of this date is \$114,000.00.00.00.00.0077
- setting a base rate of interest for commercial loans, then the Prime Rate herein shall be determined by reference to the rate used by Lender as a base rate of interest for commercial loans, then the Prime Rate herein shall be designated by Lender to Borrower. Furthermore, Borrower acknowledges that the "Prime Rate" is a base reference rate of interest adopted by Lender to Borrower acknowledges that the "Prime Rate" is a base reference rate of interest adopted by Lender as a general benchmark from which Lender determines the bass rates chargeable on various loans; to borrowers with varying degrees of creditworthings and Borrower acknowledges and agrees that lender has made no representation whatsoever that the Prime Rate is the interest rate actually offered by Lender to borrowers of any particular creditworthiness.
- Principal payments in the amount of \$475.00, plus interest on the outstanding principal payments in the amount of \$475.00, plus interest on the outstanding principal month thereafter until all of said outstanding principal plus any remaining accrued sometimest and late charges, if any, are repaid in full.
- Except as modified herein, the terms, covenants and conditions of the MORTGAGE AND GUARANTY(S) shall remain unchanged and otherwise in full force and effect. In the event D. of any inconsistency between the terms of this agreement and the terms of the NOTE and/or William MORTGAGE AND GUARANTY (S) the terms herein shall control.
- The lien of the MORTGAGE is hereby modified as security for the payment of the principal sum evidenced by the MOTE and amended by this MODIFICATION AGREEMENT.
- This agreement shall be governed by and construed under the laws of the State of Illinois.

KID TOKK BANK AND TRUST COMPANY OF CHICACO (TARME!)

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals day and the year first written above.

TOWN BANK AND TRUST COMPANY OF CHICAGO ("BANK")	
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By: May y Sweeners	
Mary C. Sweeney, Senior Vice President	
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Par ·	-
Attest: Mirrea (Hasare	
Carmen Rosario, Assistant Secretary	
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BORROWER:	
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MID TOWN BANK AND TRUST COMPANY OF CHICAGO, not	
personally but as Trustee as aforesaid:	
By the Culture of the Land	
Deborah Stephaniles, Trust Officer	
(/)	
Day Con .	
Attest: Latrice Filsario	
Carmen Rosario, Assistant Secretary	
GUARANTORS:	
UPTOWN COMMUNITY LEARNING CENTER, in Illinois (not for	
A A A A A A A A A A A A A A A A A A A	r profit; corporation:
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By:	
Paul Siegel, Fresident	the second secon
By: Chu (line)	**
Ann Cline, Segretary/Preasurer	
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Paul Siegel) 🕶 i i i i i i i i i i i i i i i i i i
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Walter Coleman	
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Ann Cline	
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CHICAGO TITLE AND TRUST COMPANY OF CHICAGO ("TRUSTEE")	<u> </u>
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MEBURAH HLAVIN ASST. VICE PRESIDENTI	0/
$\sim 10^{\circ}$ or $\sim 10^{\circ}$	CORPORATE
Attest: Lenise Ni Abrochta	CORPORATE S
Denise m. Obrochin ASST. SECRETARY	15/2000
ASST. SEURETARY	



STATE OF ILLINOIS)	
COUNTY OF COOK)	
I, the undersigned, a Notary Public in and for security, that Mary C. Sweeney, Senior Vice Presenticago, an Illinois corporation, and Carmen Recorporation, personally known to me to be the saforegoing instrument as such Senior Vice Preseappeared before me this day in person and acknowled instrument as their own free and voluntary acts, corporation, for the uses and purposes therein sethen and there acknowledge that she, as custodial did affix said corporate seal to said instrument free and voluntary act of said corporation, for	ident of Mid Town Bank and Trust Company of sario, Assistant Secretary of said Illinoisme persons whose names are subscribed to the dent and Assistant Secretary, respectively edged that they signed and delivered the sai and as the free and voluntary acts of sait forth; and the Assistant Secretary did also not the corporate seal of said corporation as her own free and voluntary act, and as the
Given under my hand and Notarial Seal this Pebru	ary 14, 1995.
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COUNTY OF COOR)	
an Illinois corporation, and Carmen Rosaric Assisted personally known to me to be the same persons with the same persons with the same persons with the same persons with the same person and acknowledged that they signed a free, and voluntary acts, and as the free and voluntary acts, and as the free and voluntary and purposes therein set forth; and the Assistant that she, as custodian of the corporate seal of satto said instrument as her own free and voluntary a corporation, for the uses and purposes therein seal to said instrument as a possession of the same for the same	whose names are subscribed to the foregoing retary, respectively, appeared before me this retary, respectively, appeared before me this way acts of said corporation, for the user scretary did also then and there acknowledged corporation, did affix said corporate seal ct. and as the free and voluntary actrofessiont for the said set for the said said said said said said said said
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STATE OF ILLIHOIS)	MY COMMISSION EXPIRES 3.723
COUNTY OF COOK)	
I, the undersigned, a Notary Public in and for saccertify, that Paul Siegel, President and Ann Clickerning Center, an Illinois (not for profit) con	ne, Secretary/Treasurer of Uptown Community
day in person and acknowledged that they signed an free and voluntary act, for the uses and purposes	regoing instrument, rappeared before me this d delivered the said instrument as their own
day in person and acknowledged that they signed an	regoing instrument, appeared before me this delivered the said instrument as their own therein set forth.

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oing instrument, appeared before me this day i	CERTIFY, that Paul Siegel, Walter Coleman and A
said County, in the State aforesaid, DO HERES	I, the undersigned, a Wotsry Public in and for

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EXHIBIT "A"

LEGAL DESCRIPTION:

THAT PART OF LOTS 45 AND 46 IN THE WILLIAM DEERING SUBDIVISION IN THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 45, SAID POINT BEING 2.50 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 45; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 45 AND 46 A DISTANCE OF 93.60 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.20 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.60 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.0 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.0 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 54.0 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 35.20 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER.

14-17-225-036-0000

PROPERTY COMMONLY KNOWN AS:

4409 NORTH BROADWAY, CHICAGO, ILLINOIS 60640

13165977

Property of Cook County Clerk's Office