LOAN MODIFICATION AGREEMENT

This Agreement made this 22nd day of March, 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, Andy Roman, Jr., Jaime Rodriguez, Filemon Rodriguez, Sergio Rodriguez, Juana Cajigas and 2100 North Corp., Inc. ("Mortgagor") and Cosmopolitan Bank & Trust, 801 North Clark St., Chicago, IL. ("Mortgagee").

WITNESSETH:

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

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

Whereas, the Mortgage constitutes a first lien upon certain real property situated in Chicago, Illinois and legally described as follows:

See legal description attached hereto and expressly made a part hereof.

Commonly known as 2100 W. North Ave., Chicago, Illinois, and 1507 N. Milwaukee Ave., Chicago, Illinois, and 1910 W. Dickens, Chicago, Illinois.

WHEREAS, on the date Mortgagee executes this Agreement, Mortgagee is the owner and holder of record of Mortgage Note and Mortgage, and

WHEREAS, on the date Mortgagor executes this Agreement, Mortgagor continues to be the owner of the premises described above and acknowledge: said Mortgage is valid and subsisting first lien securing and indebtedness in the principal sum of Four Hundred Forty Five Thousand And No/100 Dollars (\$445,000.00) with interest thereof at set forth in Mortgage Note all in accordance with the terms, covenants, conditions and warranties of said Mortgage, and that there are no defenses or offsets to said Mortgage or to the Mortgage Note 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 Mortgage.

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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 Mortgage is AMENDED as follows:
 - A. Maturity date of the Mortgage is hereby extended to June 1, 1995.
- 3. Except as herein expressly modified, all of the terms, covenants, conditions and warranties of the Mortgage Agreement 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.

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MORTGAGEE:	
COSMOPOLITAN BANK AND TRUST, NOT under trust number 10134 dated June 8, and exculpatory provisions, see rider he herein and hude a part hereof.	PERSONALLY BUT AS TRUSTEE 1994, and not personally. For signatures breto attached which is expressly incorporated
By: (Vice (Prosident	
TITLE:	
MORTG# GOR:	
2100 North Corp., Inc.	
Life May 24	
By.	
Andy Roman, Jr.	
Jaime Rodriguez	
Fileman Rodriggers Filemon Rodriguez	
Sergio Rodriguez	・ 0EFT-GL RECORDING
Juana Cajigas Aliana Cajigas	140004 TRAN 2001 04/20/95 11:44:60 +6966 + L.F. #95263072 (OOK COUNTY RECORDER
	C
ATTEST:	75
STATE OF ILLINOIS)	95263072
COUNTY OF COOK)	
I the undersigned, a Notary Public in and for the that Antonio Guillen personal	lly known to me to be the Vice President and
be the same persons whose names are subscribed	to the foregoing instrument, appeared before
me this day in person and acknowledged that the their respective capacities as Vice President and L	oan Officer of Cosmopolitan Bank and Trust,
as their free and voluntary act and as the free and Bank and Trust for the uses and purposes therein	
GIVEN under my hand and official seal this 17th day of April, 1995.	
Estela Chavez Notary Public	My commission expires: 8 8 98

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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 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 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 WITNESS WARREOF, 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 APORESAID AND NOT PERSONALLY, Vice President & Trust Officer Land Trust Administrator Corde1 STATE OF ILLINOIS SS COUNTY OF COOK I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Dennis M. Sigen Todd W Cordell , of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Land Trust Administrator respectively, appeared before me this day in resson and acknowledged that 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 Vice President & Trust Officer and there acknowledged that said Land Trust Administrator of the corporate seal to be affixed to said instrument as said as custodian o be affixed to said instrument as said <u>land Trust</u>'s own free and voluntary act and as the free and voluntary act Administrator of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal, this 14th day of A.D., 19 <u>95</u>. OFFICIAL SEAL
PATRICK M. CLARKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-18-98

(Osmopalitim BK. &TR. 801 N (lark Chicago, Il 40010

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