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08/16/95

This Document Prepared by and  
Following Recording, Return to:

Barry R. Katz, Esq.  
Deutsch, Levy & Hagsi, Chartered  
225 W. Washington St., #1700  
Chicago, IL 60606

DEPT-01 RECORDING \$31.50  
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#7327 3 LM \*-56-670638  
COOK COUNTY RECORDER

## THIRD AMENDMENT TO REVOLVING NOTE, MORTGAGE AND LOAN DOCUMENTS

This Third Amendment to Revolving Note, Mortgage and Loan Documents entered into this 31 day of August, 1996 by and between LaSalle National Trust N.A. not personally but as Trustee under Trust Agreement dated April 10, 1990 and known as Trust No. 10-36703-09 (the "Borrower"), and LASALLE NATIONAL BANK, a national banking association (the "Lender"), having an address at 120 South LaSalle Street, Chicago, Illinois 60603.

### RECITALS:

A. On August 5, 1994, Lender made a \$750,000 loan (the "Loan") to Borrower;

B. The Loan was secured by the following documents:

(i) Revolving Note dated August 5, 1994, in the original principal amount of \$300,000 (the "Revolving Note"), which Note bears interest at the rate of interest announced from time to time by Lender as its Reference Rate plus one percent (1%); which Note was due on August 31, 1995;

(ii) Promissory Note dated August 5, 1994 in the original principal amount of \$450,000, which Promissory Note is due August 31, 1997;

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(iii) Mortgage, Security Agreement and Financing Statement (the "Mortgage") dated August 5, 1994, for the property commonly known as 400 and 410-420 North Ashland Avenue, Chicago, Illinois, legally described on Exhibit "A" attached hereto, and recorded on August 10, 1994 as Document No. 94708838 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office");

(iv) Assignment of Rents and Leases (the "Assignment") dated August 5, 1994, and recorded on August 10, 1994 as Document No. 94708839 in the Recorder's Office;

(v) other miscellaneous documents dated August 5, 1995, such as Collateral Assignment under Land Trust, Guaranty of Notes and Mortgage, UCC Financing Statements and Security Agreement (the loan documents referred to herein and in subparagraphs (i), (ii), (iii) and (iv) above are collectively referred to as the "Loan Documents").

C. On August 31, 1995, Lender and Borrower entered into a First Amendment to Revolving Note, Mortgage and Loan Documents (the "First Amendment") whereby the maturity date of the Revolving Note was extended to February 29, 1996.

D. On February 29, 1996, Lender and Borrower entered into a Second Amendment to Revolving Note, Mortgage and Loan Documents (the "Second Amendment") whereby the maturity date was extended to August 31, 1996 (the Revolving Note, First Amendment and Second Amendment are hereinafter collectively referred to as the "Amended Revolving Note").

E. Lender is willing to extend the maturity date of the Amended Revolving Note to September 30, 1996 on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in order to induce Lender to extend the Maturity Date of the Amended Revolving Note from August 31, 1996 to September 30, 1996, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows: (Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Mortgage Loan Documents.)

1. **Recitals.** The Recitals set forth above are incorporated by reference herein with the intent that Lender may rely upon the matters therein recited as representations and warranties of Borrower and Lender.

2. **Amendment to Amended Revolving Note.** The Amended Revolving Note is hereby amended as follows: The Maturity Date is amended from August 31, 1996 to September 30, 1996. Borrower shall pay interest at the Interest Rate on the unpaid principal amount on the first day of each month continuing through September 1, 1996, and on the Maturity Date a final payment of

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accrued interest at the Interest Rate, and a final payment of all unpaid principal evidenced by the Amended Revolving Note and all other sums then due to Lender. All other terms and conditions of the Amended Revolving Note remain in full force and effect.

3. **Amendment to Loan Documents.** Wherever the Maturity Date of the Amended Revolving Note is referenced in the Loan Documents as August 31, 1996 is hereby amended to September 30, 1996.

4. **Continuing Effect.** All the terms of the Loan Documents are hereby incorporated by reference and in all respects, the Loan Documents, except as hereby modified, shall remain in full force and effect. Borrower, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Loan Documents.

5. **Interpretation.** This Third Amendment shall be construed in accordance with and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, this Third Amendment to Revolving Note, Mortgage and Loan Documents has been duly executed on the day and year first above written.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

**LASALLE NATIONAL BANK**

**LASALLE NATIONAL TRUST N.A.**  
as Trustee under Trust No. 10-36708-09  
and not personally

By: [Signature]  
Its: Loan Officer

By: [Signature]  
Its: Vice President

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Nancy A. Stack  
Its: Assistant Secretary

This instrument is executed by LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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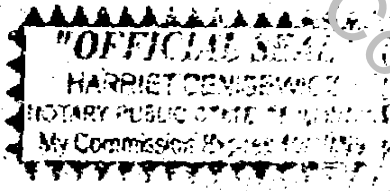
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, HARRIET DENISEWICZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Rej, personally known to me and known by me to be the VP of LASALLE NATIONAL TRUST N. A., a national banking association having trust powers, and NANCY A. STACK, personally known to me to be the Assistant Secretary of said association, 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 Vice President and Assistant Secretary of said association as Trustee as aforesaid, they signed the foregoing instrument as such Vice President and Assistant Secretary of said association as Trustee as aforesaid, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act, and as the free and voluntary act and deed of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of August, 1996.



Harriet Denisewicz  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ of LASALLE NATIONAL BANK, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act as said corporation, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary Public

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**UNOFFICIAL COPY****EXHIBIT "A"****LEGAL DESCRIPTION****PARCEL I:**

**PARCEL 1:** LOTS 9 AND 10 IN BLOCK 5 IN J. W. COCHRAN'S SUBDIVISION OF OUT-LOT OR BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:** LOT 11, LOT 12 (EXCEPT THE SOUTH 1 1/4 INCHES), LOTS 14, 15, 16, 17 AND THE NORTH 11 FEET OF LOT 18 (EXCEPT THAT PART OF LOTS 14 TO 18 LYING EAST OF A LINE 50 FEET WEST OF AN PARALLEL TO EAST LINE OF SECTION 7) IN SUB-BLOCK 5 IN STEELE AND COCHRAN'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PROPERTY ADDRESS:** 410-20 N. Ashland Avenue, Chicago, Illinois

**P.I.N.** 17-07-241-006; 17-07-241-007; (add 17-07-241-020)

**PARCEL II:**

**PARCEL 1:** THE SOUTH 1 1/4 INCHES OF LOT 12 AND ALL OF LOTS 13, 18 (EXCEPT THE NORTH 11 FEET OF LOT 18) 19, 20, 21, 22, 23, 24, 25 AND 26 IN SUB-BLOCK 5 IN J. W. COCHRAN'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOTS 18 AND 19 LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 7) ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:** LOT 1 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AN PARALLEL WITH THE EAST LINE OF SAID SECTION 7) AND ALL OF LOTS 2, 3 AND 4 IN SUBDIVISION OF BLOCK 5 IN BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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**PARCEL 3:** LOT 5 IN BLOCK 5 IN COCHRAN'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PROPERTY ADDRESS:** 400 N. Ashland Avenue, Chicago, Illinois

**P.L.N.** 17-07-241-019; 17-07-241-005; and 17-07-241-004

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