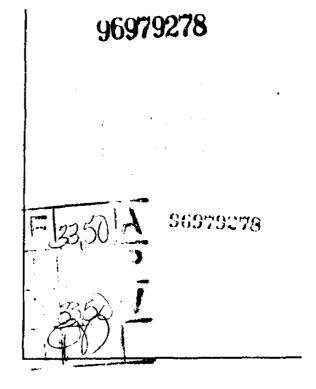
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This Document Prepared by and following Recording Beturn to:

Barry R. Katz, Esq.
Deutsch, Levy & Engel, Chartered
225 W. Washington St., #1700
Chicago, IL £0606

FOURTH AMENDMENT TO REVOLVING NOTE, MORTGAGE AND LOAN DOCUMENTS



This Fourth Amendment to Revolving Note, Mortgage and Loan Documents is entered into as of this 30th day of September, 1996 by and between LaSalle National Trust N.A. not personally but as Trustee under Trust Agreement dated April 10, 1980 and known as Trust No. 10-36708-09 (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 Loar, Documents (the "First Amendment") whereby the maturity date of the Revolving Note was extended to February 29, 1996.
- D. On February 29, 1996, Lenger and Borrower entered into a Second Amendment to Revolving Note, Mortgage and Loan Document. (the "Second Amendment") whereby the maturity date was extended to August 31, 1996.
- E. On August 31, 1996, Lender and Borrows, entered into a Third Amendment to Revolving Note, Mortgage and Loan Documents (the "Third Amendment") whereby the maturity date was extended to September 30, 1996. (the Revolving Note, First Amendment, Second Amendment and Third Amendment are hereinafter collectively referred to as the "Amended Revolving Note").
- F. Borrower desires to extend the Maturity Date and lower the Interest Rate of the Amended Revolving Note and Lender is so willing to extend the Maturity Date and lower the Interest Rate of the Amended Revolving Note on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in order to induce Lender to amend the Amended Revolving Note 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.)

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- 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. <u>Amendment to Amended Revolving Note</u>. The Amended Revolving Note is hereby amended as follows:
 - (a) The Maturity Date is amended from September 30, 1996 to October 1, 1998.
- (b) The Interest Rate is hereby amended from the Reference Rate plus one percent to the Reference Rate.
- (c) From October 1, 1996 through October 1, 1997, Borrower shall pay interest at the Interest Rate on the unprid principal amount on the first day of each month.
- (d) On October 1, 1937, the outstanding indebtedness under the Amended Revolving Note shall be fixed. The outstanding principal amount as of October 1, 1997 shall be repaid in equal principal payments plus accrued interest at the Interest Rate based upon a sixty month amortization schedule. Such installments shall be due and payable on the first day of each and every month commencing November 1, 1997 to and including October 1, 1998.
- (e) On the Maturity Date, there shall be a final payment of 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.
- (f) All other terms and conditions of the Amended Flevelving Note remain in full force and effect.
- 3. <u>Amendment to Loan Documents</u>. Wherever the Maturity Date of the Amended Revolving Note is referenced in the Loan Documents as September 30, 1995 is hereby amended to October 1, 1998.
- 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.

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5. <u>Miscellaneous</u>. This Fourth Amendment shall be construed in accordance with and governed by the laws of the State of Illinois.

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

BEE RIDER ATTACHED HERETO AND MADE A CAUT BERKOM

LASALLE NATIONAL BANK	LASALLE NATIONAL TRUST N.A. as Trustee under Trust No. 10-36708-09
By: 50 H	By: Second Fre
Ins: Assistant Vice President	Its: Vice Passage
ATTEST:	ATTEST:
Ву:	By: Pillily a Stack.
Its:	is National Secretary
	Clarks

This instrument is executed by Tachtle NATIONAL TURE, N.A., ort percently but colely as Equation, or well in the day of the cole which had been added to the cole of the cole

STATE OF ILLINOIS)	
) SS. COUNTY OF COOK)	
A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cortage Bet personally known to me and known by me to be the resident of LASALLE NATIONAL TRUST N. A., a national banking association having trust powers, and NANCY A. STACK personally known to me to be the names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such the foregoing instrument as such the present and the several person and as Trustee as processed, they signed the foregoing instrument as such the present and the several person person and the several person and the several person person and the several person person and the several person perso	
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 day of Geo. 1996.	
NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY Public Notary Public	L
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 for of LASALLE NATIONAL BANK, who are personally known to me to be the same persons whose names are subscribed to the foregoin, in trument as such 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 raid voluntary act as said corporation, for the uses and purposes therein set forth.	,
GIVEN, under my hand and notarial seal this 26th day of Duember, 1996.	
Notary Public	

25901.WPD

"OFFICIAL SEAL"
SHEILLA R. BROWN
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 10/20/99

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

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

PARCEL 2: LGT 17, LOT 12 (EXCEPT THE SOUTH 1 1/4 INCHES), LOTS 14, 15, 16, 17 AND THE NORTH 11 FRET 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 TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 410-420 N. Ashland Avenue, Chicago, Illinois

P.L.N. 17-07-241-006; 17-07-241-007; and 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 ALINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 7) ALI 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.

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

Property of County Clerk's Office P.I.N. 17-07-241-019; 17-07-241-005; and 17-07-241-004

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