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This Document Prepared by and  
following Recording, Return to:

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

DEPT-01 RECORDING \$31.00  
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#5289 CG \*-96-213182  
COOK COUNTY RECORDER

**SECOND AMENDMENT TO  
REVOLVING NOTE, MORTGAGE  
AND LOAN DOCUMENTS**

This Second Amendment to Revolving Note, Mortgage and Loan Documents entered into as of February 29, 1996 by and between LaSalle National Bank 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;

**BOX 333-CTI**

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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 (the Revolving Note and First Amendment are hereinafter collectively referred to as the "Amended Revolving Note").

D. Lender is willing to extend the maturity date of the Amended Revolving Note to August 31, 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 February 29, 1996 to August 31, 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 February 29, 1996 to August 31, 1996. Borrower shall pay interest at the Interest Rate on the unpaid principal amount on the first day of each month continuing through August 1, 1996, and on the Maturity Date 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. All other terms and conditions of the Amended Revolving Note remain in full force and effect.

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3. Amendment to Loan Documents. Wherever the Maturity Date of the Amended Revolving Note is referenced in the Loan Documents as February 29, 1996 is hereby amended to August 31, 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. Miscellaneous. This Second Amendment shall be construed in accordance with and governed by the laws of the State of Illinois.

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

LASALLE NATIONAL BANK

LASALLE NATIONAL BANK N.A.  
as Trustee under Trust No. 10-36708-09  
and its successors

By: [Signature]  
Its: Commercial Loan Officer

By: [Signature]  
Its: Trust Officer

ATTEST:

By: [Signature]  
Its: VICE PRESIDENT

ATTEST:

By: [Signature]  
Its: ASSISTANT SECRETARY

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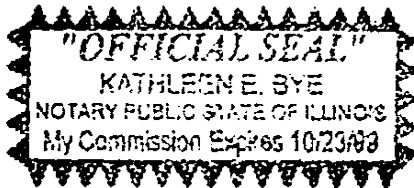
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, KATHLEEN E. BYE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosemary Collins, personally known to me and known by me to be the Assistant Vice President of LASALLE NATIONAL BANK 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 Assistant Vice President and Assistant Secretary of said association as Trustee as aforesaid, they signed the foregoing instrument as such Assistant 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 13<sup>th</sup> day of March, 1996.

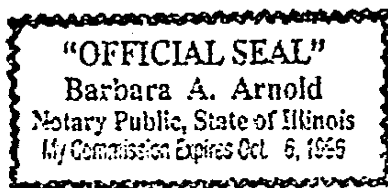


Kathleen E. Bye  
Notary Public

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 JIM HESS and Steve Cohen 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 Loan Officer and Vice President 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 13TH day of MARCH, 1996.



Barbara A. Arnold  
Notary Public

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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 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 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 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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