This instrument prepared by and please return to:
Robert J. Krull
100 West Monroe Street #1500
Chicago, Illinois 60603

COMMONLY KNOWN AS: 8000-02 S. Lafayette Avenue, Chicago, Illinois
P.I.N.: 20-33-214-015

CORRECTION OF SCRIVENER'S ERROR

This instrument is a Correction of Scrivener's Error ("CSE") by and among LaSalle National Bank, a national banking association ("Lender"), Beverly Trust Co., as successor to Beverly Bank, as Trustee and not individually, under Trust Agreement dated February 19, 1981 and known as its Trust No. 8-7042 ("Trustee") and Tommy Taylor ("Beneficiary"). Trustee and Beneficiary are sometimes collectively referred to as Borrowers.

RECITALS:

- A. Trustee holds fee simple title to certain real estate commonly known as 8000-02 S. Lafayette Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Real Estate"). Beneficiary is the beneficiary of the Trust.
- B. On August 10, 1993, the parties hereto executed a Loan Agreement ("Loan Agreement"), pursuant to which Trustee and Beneficiary executed and delivered to Lender a Promissory Note in

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the amount of \$150,000 ("Note") which evidences a loan in the amount of \$150,000 ("Loan"). To secure the Note and the Loan Agreement, Borrowers executed and delivered to Lender the following documents ("Security Documents"):

- 1. a Real Estate Mortgage, Assignment of Rents and Security Agreement ("Mortgage") executed by Trustee and Beneficiary covering the Real Estate, which Mortgage was recorded with the Recorder of Deeds on August 10, 1993 as Document No. 93627581;
- 2. Environmental Indemnity Agreement executed by Beneficiary;
- 3. a Collateral Assignment of Beneficial Interest in Land Trust executed by Beneficiary and accepted by Trustee; and
- 4. UCC-1 and UCC-2 financing statements in connection with the Mortgage executed by Borrowers, which were filed and recorded.
- C. The Loan Agreement provided Porrowers with a revolving line of credit Loan in the amount of \$150,600, which funds were to be used to purchase, improve, operate and sell single-family real estate properties for a one year period. The Note matured on August 1, 1994.
- D. On August 21, 1994, the parties hereto executed a Loan Modification Agreement ("Modification"), pursuant to which Lender extended the maturity date of the Note for fifteen years, disbursed additional amounts not presently advanced under the Note and provided for monthly payments of principal and interest on the Note to amortize the Loan. Borrowers executed and delivered to Lender

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a Revised Promissory Note in the amount of \$150,000 ("Revised Note"), a copy of which was attached as Exhibit B to the Modification. The Modification was recorded on August 31, 1994, as Document No. 94768904.

E. On April 8, 1997, the parties hereto executed a Second Loan Modification Agreement ("Second Modification"), which was recorded on April 9, 1997 as Document No. 97-247390. Pursuant to the Second Modification, the Borrowers executed a Second Revised Note. The Second Revised Note contained a scrivener's error in paragraph (a) on page 1 of the Second Revised Note. Lender and Borrowers desire to correct the scrivener's error.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

- 1. The Second Revised Note is hereby amended and corrected by deleting in its entirety paragraph (a) on page 1 of the Second Revised Note and substituting therefor the following:
 - (a) On June 1, 1997, and on the first day of each succeeding month thereafter to and including May 1, 2002, there shall be paid on account of this Note the amount of \$1,345.66, which such payment shall be applied first to interest at a rate of 8.875% per annum and the remainder to principal.
- 2. This CSE shall be effective upon execution by the parties and shall be effective as of June 1, 1997.
- 3. This CSE shall constitute an amendment of the Note, Loan Agreement, Security Documents, Revised Note, Modification and Second Modification, and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note or the Revised Note ("Loan Documents") reference is

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made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Security Documents, or the covenants, conditions and agreements therein contained or contained in the Note, Loan Agreement, Revised Note, Modification and Second Modification.

- 4. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall overrice and control.
- 5. Borrowers hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.
- 6. This instrument is executed by Beverly Trust Co., as successor to Beverly Bank, as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and sested in them as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

IN WITNESS WHEREOF, the parti	es hereto have exacuted this CSE
on <u>Aigust 4</u> , 1997.	
BORROWERS:	<u>LENDER</u> :
Beverly Trust Co., as successor to Beverly Bank, as Trustee under Trust No. 8-7042 dated February 19, 1981 By: Its Vice President Attest: Asst. Vice Arcsident	LaSalle National Bank, a national banking association By: The vertical state of the state of t
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The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Young Taylor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal August 4, 1997.

"OFFICIAL SEAL" Notary Public SHEILA DAVIS NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 07/25/2000

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STATE OF ILLINOIS

COUNTY OF C O G K

__, a Notary Public in and for the State and County aforesaid, do hereby certify that Kriblin FAUST Vice President of LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and

delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes

therein set forth.

GIVEN under my hand and Notarial Seal 1997.

> OFFICIAL SEAL Notary Public

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SHEILA DAVIS NOTARY PUBLIC STATE OF ILLINOIS

STATE OF ILLING May Commission Expires 07/25/2000

COUNTY OF COOK

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Alvne Polikoff Vice President Patricia Ralphson, Secretary President Successor to Beverly Bank, 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 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 Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal

1997.

OFFICIAL SEAL JAY D FALER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/25/2000

EXHIBIT A

LEGAL DESCRIPTION:

LOTS 1 AND 2 IN BLOCK 6 IN MCINTOSH BROS. STATE STREET ADDITION TO CHICAGO, IN THE EAST 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8000-02 S. Lafayette Avenue, Chicago, Illinois