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THIS INSTRUMENT PREPARED BY:

Bennett L. Cohen, Esq.  
Cohen, Cohen & Salk PC  
630 Dundee Road  
Northbrook, IL 60062

97082123



MAIL AFTER RECORDING, MAIL

LASALLE BANK ILLINOIS  
Attn: Jack Chattoo/CLO/MC-82A-00  
4747 W. DEMPSTER STREET  
SKOKIE, IL 60075

. DEPT-01 RECORDING 157.50  
. T40001 TRAM 8164 02/05/97 09:28:00  
. 19599 # RC #-97-082123  
. COOK COUNTY RECORDER

## FIFTH LOAN MODIFICATION AGREEMENT

This Fifth Loan Modification Agreement (this "Agreement") is entered into as of the 15th day of December, 1996 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Successor Trustee to Comerica Bank Illinois, successor to Manufacturers Affiliated Trust Company, as Trustee under Trust Agreement dated December 24, 1986 and known as Trust Number 890 (the "Mortgagor"), with a mailing address at 1048 Lake Street, Oak Park, Illinois 60301, and LASALLE BANK ILLINOIS, f/k/a Comerica Bank-Illinois, f/k/a Affiliated Bank, successor in interest by merger to Affiliated Bank/North Shore National (the "Mortgagee"), with a mailing address at 4747 West Dempster Street, Skokie, Illinois 60076.

*[Handwritten signature]*  
570  
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WHEREAS, Mortgagee made a \$556,297.43 mortgage loan (the "Mortgage Loan") to Mortgagor evidenced by Mortgagor's Mortgage Note dated June 10, 1990 in the principal amount of \$556,297.43, payable to the order of Mortgagee in installments and with interest as therein described, with a final payment of the entire remaining principal and interest due on December 15, 2012 (the "Mortgage Note"); and

WHEREAS, the payment and performance of the Mortgage Note, the Mortgage and Assignment (as such terms are defined below) and related loan documents were unconditionally guaranteed, jointly and severally by Sol Heifetz and Bella Heifetz (collectively, the "Guarantors"), the sole beneficiaries of Mortgagor; and

WHEREAS, to secure payment of the loan evidenced by the Mortgage Note (including all extensions, renewals, modifications and refinancings thereof), Mortgagor executed a certain Mortgage, Assignment of Leases & Security Agreement dated June 10, 1990 (the "Mortgage") mortgaging, granting and conveying to Mortgagee the real estate described in Exhibit A attached hereto and incorporated herein by reference, being situated in the City of Chicago, in the County of Cook, and State of Illinois (the "Premises"); and

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WHEREAS, the Mortgage was recorded on February 13, 1991, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 91069010; and

WHEREAS, the Mortgage Loan and Mortgage have been modified from time to time pursuant to modification agreements dated as of January 15, 1993, February 14, 1994, December 15, 1995 and June 15, 1996, which were recorded in the office of the Recorder of Deeds of Cook County as Documents No. 93223086, 94331615, 96142527 and 96644834, respectively; and

WHEREAS, the Mortgage Loan is also secured by, among other documents, an Assignment of Lease, Rents and Profits dated as of June 10, 1990 executed by Mortgagor, recorded February 13, 1991 in the office of the Recorder of Deed of Cook County as Document No. 91069011 (the "Assignment"); and

WHEREAS, pursuant to the terms of the last aforesaid modification agreement dated June 15, 1996, the Mortgage Loan is evidenced by that certain Fourth Amended and Restated Mortgage Note dated June 15, 1996 in the principal sum of \$491,638.02, executed by Mortgagor, and payable to the order of Mortgagee in installments of principal and interest as therein described, with a final payment of the entire remaining principal and interest due on December 15, 1996 (the "Amended and Restated Mortgage Note"); and

WHEREAS, Mortgagee has also extended a \$100,000.00 line of credit (the "Line of Credit Loan") to Guarantors and Avee Heifetz, evidenced by a Master Revolving Note dated August 9, 1996 in the principal sum of \$100,000.00, executed by Guarantors and Avee Heifetz, payable to the order of Mortgagee on December 15, 1996, together with interest payable monthly as therein described (the "Line of Credit Note"); and

WHEREAS, Mortgagor and Guarantors have requested that Mortgagee extend the maturity date of the Mortgage Loan and Line of Credit Loan to March 15, 1997, and Mortgagee has consented to such extensions, on condition that (i) the Mortgage and Assignment be modified to secure, in addition to the Mortgage Loan, the Line of Credit Loan, and (ii) Mortgagor and Guarantors execute and deliver this Agreement, together with such other documents and instruments required by Mortgagee;

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, Mortgagor and Mortgagee hereby agree that the Mortgage, the Assignment and the Amended and Restated Mortgage Note shall be and are hereby modified and amended as follows:

1. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Mortgage.
2. The Amended and Restated Mortgage Note is hereby modified as follows:
  - A. Effective the date hereof, the unpaid principal balance of the Amended and Restated Mortgage Note in the principal sum of Four Hundred Eighty Seven Thousand

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Eight Hundred Fifty Three and 76/100 (\$487,853.76)  
Dollars and interest thereon shall be payable as follows:

Two (2) successive monthly installments of principal and interest in the sum of Four Thousand Seven Hundred Fifteen and no/100 (\$4,715.00) Dollars each, due on January 15, 1997 and February 15, 1997, followed by a final balloon payment of the entire remaining unpaid principal and interest due on March 15, 1997 (the "Maturity Date").

B. Interest shall be payable monthly on the unpaid principal balance of the Amended and Restated Mortgage Note calculated at the fixed rate of eight and eight-tenths percent (8.8%) per annum. Interest after the Maturity Date or an event of default as described in the Amended and Restated Mortgage Note, shall be calculated at the Default Rate (as defined in the Amended and Restated Mortgage Note, the terms of which are incorporated herein by reference).

3. The Mortgage, Assignment and all other loan documents heretofore executed in connection with the loan evidenced by the Amended and Restated Mortgage Note (all of the foregoing, together with the Amended and Restated Mortgage Note, shall hereafter collectively be referred to as the "Loan Documents"), shall be deemed modified to reflect the extension of the Amended and Restated Mortgage Note contained in Section 2 above.

4. The Mortgage is hereby further amended as follows:

(a) The term "Mortgage Note" as used in the Mortgage, shall hereafter mean that certain Fourth Amended and Restated Mortgage Note dated June 15, 1996 in the principal sum of \$491,638.02, executed by Mortgagor, and payable to the order of Mortgagee in installments of principal and interest as therein described, with a final payment of the entire remaining principal and interest due on March 15, 1997.

(b) The Mortgage is hereby amended to include the following additional provision: "This Mortgage shall secure, in addition to the Mortgage Note and all other indebtedness and obligations described herein, the repayment of that certain Master Revolving Note dated August 9, 1996 (as modified) in the principal sum of \$100,000.00 (the "Line of Credit Note"), executed by Sol Heifetz, Bella Heifetz and Avee Heifetz, payable to the order of Mortgagee on March 15, 1997, together with interest payable monthly as therein described, and all extensions, renewals, modifications and refinancings thereof or thereto."

(c) Section 13(A)(ii) of the Mortgage is amended to insert the words "or Line of Credit Note" after the words "Mortgage Note".

(d) Where appropriate, all other references in the Mortgage to the indebtedness secured by the Mortgage, shall be deemed amended to include the loan evidenced by the Line of Credit Note, and all

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extensions, renewals, modifications and refinancings thereof or thereto.

5. The Assignment is hereby further amended as follows:

(a) The Assignment is hereby amended to include the following additional provision: "This Assignment shall secure, in addition to the Note and all other indebtedness and obligations described herein, the repayment of that certain Master Revolving Note dated August 9, 1996 (as modified) in the principal sum of \$100,000.00 (the "Line of Credit Note"), executed by Sol Heifetz, Bella Heifetz and Avee Heifetz, payable to the order of Assignee on March 15, 1997, together with interest payable monthly as therein described, and all extensions, renewals, modifications and refinancings thereof or thereto."

(b) Where appropriate, all other references in the Assignment to the indebtedness secured by the Assignment, shall be deemed amended to include the loan evidenced by the Line of Credit Note, and all extensions, renewals, modifications and refinancings thereof or thereto.

6. Mortgagor covenants to Mortgagee and agrees to pay the balance of the indebtedness evidenced by the Amended and Restated Mortgage Note, as modified by this Agreement, and to perform the covenants contained in the Mortgage. Mortgagor acknowledges that it has no defenses, claims or setoffs against the enforcement by Mortgagee of the obligations and liabilities of the Mortgagor under the Loan Documents.

7. Mortgagor acknowledges and agrees that the Mortgage and Assignment, as amended hereby, shall remain in full force and effect, and that the Premises are and shall remain subject to the lien granted and provided for by the Mortgage and Assignment, as amended hereby, for the benefit and security of all obligations and indebtedness set forth in the Mortgage and Assignment, as modified hereby, including, without limitation, the indebtedness evidenced by the Amended and Restated Mortgage Note and Line of Credit Note.

Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof: (i) all rights and remedies of the Mortgagee under the Mortgage, the Assignment, the Amended and Restated Mortgage Note and all other Loan Documents, (ii) all obligations and indebtedness of the Mortgagor thereunder, and (iii) the lien granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all obligations and indebtedness of the Mortgagor thereunder, including, without limitation, the indebtedness evidenced by the Amended and Restated Mortgage Note, as modified hereby (and in addition thereto, the indebtedness evidenced by the Line of Credit Note), it being specifically understood and agreed that this Agreement shall constitute and be an acknowledgment and continuation of the rights, remedies, and lien in favor of the Mortgagee, and the obligations and indebtedness of the Mortgagor to the Mortgagee, which exist under the Loan Documents, as amended hereby, each and all of which are and shall remain applicable to the Premises.

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This Amendment confirms and assures a continuing lien against the Premises heretofore granted in favor of the Mortgagee under the Mortgage, and nothing contained herein shall in any manner impair the priority of such lien.

8. Nothing contained in this Agreement shall in any manner impair the Amended and Restated Mortgage Note, the Mortgage or Assignment, as modified, or the first lien created by the Mortgage, or any other Loan Documents, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Mortgagee under any of the foregoing documents.

9. In order to induce the Mortgagee to enter into this Agreement, and to extend the maturity date of the Mortgage Loan and Line of Credit Loan as aforesaid, the Mortgagor hereby represents and warrants to the Mortgagee that as of the date hereof, each of the representations and warranties set forth in the Loan Documents as amended hereby are true and correct and the Mortgagor is in full compliance with all of the terms and conditions of the Loan Documents as amended hereby and no event of default as defined in the Loan Documents as amended hereby, or any other event which with the lapse of time, the giving of notice or both would constitute such an event of default, has occurred and is continuing.

10. Except as specifically amended and modified hereby, all of the terms and conditions of the Loan Documents shall stand and remain unchanged and in full force and effect. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

11. This Agreement shall be binding upon Mortgagor, its successors and assigns, and shall inure to the benefit of the Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Fifth Loan Modification Agreement as of the day and year first above written.

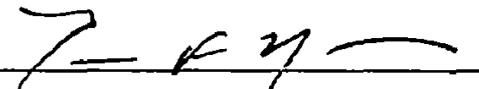
MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
not personally, but solely as Trustee as aforesaid

MORTGAGEE:

LASALLE BANK ILLINOIS

By: 

By: 

TRUST OFFICER

Title: \_\_\_\_\_

Title: AVP

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of power and authority conferred upon and vested in it as Trustee. It is expressly understood and agreed that all warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted against the Trustee on account of any liability, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## GUARANTORS' CONSENT AND REAFFIRMATION

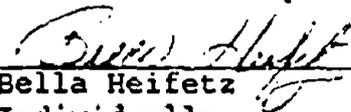
Pursuant to that certain Guaranty of Note and Mortgage dated January 15, 1993 (the "Guaranty"), the undersigned guarantors (the "Guarantors") have each jointly and severally guaranteed to Mortgagee the payment and performance of the loan now evidenced by the Amended and Restated Mortgage Note (as defined in the foregoing Fifth Loan Modification Agreement (the "Modification").

To induce Mortgagee to extend the maturity date of the Amended and Restated Mortgage Note on the terms set forth in the Modification (hereafter, the "Loan Extension"), Guarantors hereby: (a) irrevocably consent to all of the terms of the Modification and to Mortgagor's execution, delivery and performance of the Modification, and (b) represent and warrant to the Mortgagee with the intent that the Mortgagee rely thereon, as follows:

1. The Guaranty is in full force and effect and is binding and enforceable against the Guarantors in accordance with its terms;
2. The liability of the Guarantors to the Mortgagee under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Loan Extension or by Mortgagor's execution and delivery of the Modification or any other documents in connection therewith.
3. The Guarantors hereby restate and reaffirm all terms and provisions of the Guaranty as if set forth in full herein; and
4. The Guarantors do not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantors are unconditionally liable, jointly and severally, under the Guaranty for the payment and performance of the Amended and Restated Mortgage Note and all other indebtedness owed by Mortgagor to the Mortgagee in accordance with the terms of the Guaranty.

Dated: December 15, 1996.

  
\_\_\_\_\_  
Sol Heifetz  
Individually

  
\_\_\_\_\_  
Bella Heifetz  
Individually

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## MORTGAGOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Kileen F. Neary, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Kileen F. Neary, the Trust officer of American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said national banking association, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of January, 1997.



Brian T. Hoseney  
Notary Public

My Commission expires:

## MORTGAGEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Donna K. Gluszek, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Dariusz Lastowski, AJP of LaSalle Bank, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, 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 of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of December, 1996.



Donna K. Gluszek  
Notary Public

My Commission expires

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EXHIBIT A

## LEGAL DESCRIPTION

PARCEL 1:  
LOTS 1 TO 7, BOTH INCLUSIVE, LOT 8 (EXCEPT THE WEST 9.5 FEET THEREOF), TOGETHER WITH THE VACATED ALLEY, LYING EAST AND ADJOINING SAID LOT 1, IN BLOCK 10, IN BELMONT GARDENS, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1913 AS DOCUMENT NUMBER 5209764, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
LOTS 3 TO 6, BOTH INCLUSIVE, IN KINECK AND BIRREN'S BELMONT AVENUE ADDITION TO CHICAGO, IN THE NORTH EAST 1/4 OF SAID SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 4141 West Belmont, Chicago, IL 60641

P.I.N.: 13-27-204-056-0000 and 13-27-204-058-0000

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