8712/0003 64 001 Fage 1 of 1998-07-16 09:26:49 Cook County Recorder 33.50

After recording, mail to The First National Bank of Chicago 1048 Lake Street Oak Park, IL 60301 Attn: DSienko Commercial Real Estate

LOAN MODIFICATION AGREEMENT

RELTITLE SERVICES A

June 30, 1998

WHEREAS, DONALD J. WOODS AND ALMA WOODS (the "Borrower"), jointly and severally if more than one, is justly indebted to THE FIRST NATIONAL BANK OF CHICAGO, successor to American National Bank of Evanston ("Lender"), having its principal office in Chicago, Illinois, under its Loan No. 9781416953-18, originally in the sum of time Hundred Sixteen Thousand and 00/100 Dollars (\$116,000.00) as established by a certain Installing a Note dated April 5, 1988, and any extensions, modifications, and renewals thereof, made by the Borrowar to the Bank (the "Note"). The Note is secured by a certain Mortgage and a certain Assignment of Rents made by Borrower to Bank dated April 5, 1988 and recorded on April 6, 1988 in the Cook County Recorder's Office as Document Nos. 88140982 and 88140983, respectively, as amended by a certain Amendment 5.5. 1 to Installment Note dated June 30, 1993. ("Security Documents"); against the property legally described is follows:

THE SOUTH 24 FEET OF LOT 6 AND NORTH 9.5 FEET OF LOT 2 12 BLOCK 8 IN PAYNES ADDITION TO EVANSTON, SUBDIVISION OF THE WEST 1/2 OF TYLL SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.)FFICO

Commonly known as: 2108 Dewey Avenue

Evansion, IL

P.I.N.: #10-12-420-025

and hereby referred to as part of this Agreement, and;

WHEREAS, the Borrower does hereby request this Loan Modification Agreement.

NOW, THEREFORE, it is hereby agreed by the parties hereto that the Note is hereby modified and amended in its entirety by the Business Loan Note of even date herewith in the amount of \$87,191.13 ("Revised Note"), a copy of which is attached hereto as Exhibit A. The undersigned hereby promises to pay the indebtedness with interest at the rate in accordance with the terms provided in the Revised Note. The Mortgage and all security documents ("Security Documents") are hereby modified and amended to secure the Revised Note and any extensions, renewals, or modifications thereof. All references to the Note in the Security Documents are modified and amended to refer to the Revised Note in place of the Note.

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In all other respects said Mortgage and Security Documents shall remain in full force and effect and the undersigned, his or their heirs, assigns and representatives, shall be obligated to pay the same.

BORRØWER:

Donald Woods

Alma Woods

LENDER:

2 Office

THE FIRST NATIONAL BANK OF CHICAGO

By: That (OVE)

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STATE OF ILLINOIS]] ss.		98617441
COUNTY OF <u>CCC</u> K]		
I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Donald J. Woods, personally known to me to be the same person(s) whose name(s) <u>is</u> subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that <u>he</u> signed and delivered the said instrument as <u>his</u> free and voluntary act, for the uses and purposes therein set forth.			
GIVEN under my hand and official seal My Commission Expires: Notary Public	, this _ 30 15	day of Jne 1998. OFFICIAL S	SEAL }
STATE OF ILLINOIS	1	TAMMY A NOTARY PUBLIC, STAT MY COMMISSION EXPI	BILL }
COUNTY OF Cark] ss.]		
I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Alma Woods, personally known to me to be the same person(s) whose name(s) <u>is</u> subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that <u>she</u> signed and delivered the said instrument as <u>her</u> free and voluntary act, for the uses and purposes therein set forth.			
GIVEN under my hand and official scal My Commission Expires:	, this <u>30 b</u>	cay of June, 1998.	
Notary Public	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	OFFICIAL SEAL TAMMY A BILL HOTARY PUBLIC, STATE OF ILLING MY COMMISSION EXPIRES: 07/28/	ois *
STATE OF ILLINOIS]] ss.	S	
COUNTY OF ('CO)]		O _{Sc.}
I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CENTRY that LESTIC MATLOCK, of THE FIRST NATIONAL BANK OF CHICAGO (the			
"Bank"), a national banking association, personally known to me to be the same person(s) whose name(s) is subscribed as the Commercial Banking Officer of the Bank to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as her free and voluntary act, and the free and voluntary act of the Bank, for the uses and purposes therein set forth.			
GIVEN under my hand and official seal, My Commission Expires:	NOTAL	OFFICIAL SEAL SVETLANA CILJEN RY PUBLIC STATE OF HI INOIS	
Notary Public	Emi CO	MMISSION EXP. DEC. 15,2001	

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EXHIBIT A

BUSINESS LOAN NOTE

June 30, 1998

\$87,191.13

FOR VALUE RECEIVED, DONALD J. WOODS AND ALMA WOODS (the "Borrower") (jointly and severally if more than one), promises to pay to the order of THE FIRST NATIONAL BANK OF CHICAGO, successor to American National Bank of Evanston (the "Bank") at its office in Chicago, Illinois the principal amount of Eighty Seven Thousand One Hundred Ninety One and 13/100-DOLLARS (\$87,191.13) or such other amount as may be outstanding from time to time to the Borrower. The term "Borrower" includes any endorser, surety or guaranter of this Note.

The aggregate principal amount advanced to the Borrower, or any part thereof, and interest thereon calculated as hereinafter provided may be paid by the Borrower to the Bank in immediately available funds at any time but, if not sooner paid, shall be due and payable in full with interest on policies 5, 1998 ("Maturity Date").

Payments hereunder shall be made in the following manner:

On July 5, 19 38, and on the fifth day of each succeeding month until the Maturity Date, there shall be paid \$1,081.04 which shall be applied first to interest at the rate of 8.50% per annum and the balance to principal.

All interest on the promissory role shall be calculated on the basis of a 360-day year and shall be charged for the actual number of days elapsed. The Borrower shall have the right from time to time upon 2 days' notice in writing to the Bank to prepay the unpaid balance of the note or in the inverse order of the maturity thereof any installment of installments due hereunder, prior to the expressed maturity thereof by paying, in addition to the principal amount of such prepayment, the interest accrued on the amount prepaid. Prepayments shall not affect the duty of Borrower to pay all installments when due or change the amount of such installments and shall not affect or impair the right of Bank to pursue all remedies available to Bank under this Note.

After maturity or upon an event of default, interest shall accrue at the rate of 3.0% per annum in excess of the rate which would have been in effect according to the terms of this Note, until fully paid. Interest will be computed on the basis of a 360 year are will be charged for the actual number of days elapsed. The Borrower agrees to pay reasonable afterneys' fees, costs and expenses incurred by the Bank in the collection and enforcement of this Note.

Without limiting the provisions of the succeeding paragraphs, in the event are payment of principal and interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a "Late Charge" of five (5%) percent of the amount so rive due to defray the expense incident to handling any such delinquent payment or payments.

Notwithstanding the above provision as to interest payable, under no circumstances will interest accrue or be payable at a rate in excess of the maximum rate allowed by the laws of the state which govern this loan, which is Illinois, unless otherwise specifically agreed in writing. If the Bank has collected interest in excess of such maximum rate, the Borrower's only remedy will be that the Bank will apply such excess interest as a full or partial prepayment of the unpaid balance of the principal amount to the extent of the unpaid principal balance and refund any additional excess amount to the Borrower.

The Bank may elect to sell participations in or assign its rights under loans made hereunder. The Borrower hereby authorizes the Bank to disclose information relating to the financial condition or operations of the Borrower to any purchaser or prospective purchaser of an interest in any loan made hereunder and to any affiliate of the Bank. The Borrower agrees that if

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it fails to pay any loan when due, any purchaser of an interest in such loan shall be entitled to seek enforcement of this Note if the purchaser is permitted to do so pursuant to the terms of the participation agreement between the Bank and such purchaser.

Nothing in this Note shall constitute a commitment to make loans to the Borrower.

This Note and any renewals and extensions hereof is secured pursuant to the belowdescribed agreements as each such agreement may be amended, modified or restated from time to time hereafter:

A certain Mortgage and a certain Assignment of Rents made by Borrower to Bank dated April 5, 1988 and recorded on April 6, 1988 in the Cook County Recorder's Office as Document Nos. 88140982 and 88140983, respectively, as amended by a certain Amendment No. 1 to installment Note dated June 30, 1993, as further modified by a Loan Modification Agreement of even date and not recorded; on property located at 2108 Dewey Avenue. Evanston, Cook County, IL; and any and all other agreements whether now or hereafter entered into between the undersigned and the Bank. All of the terms and conditions of above referenced agreements are incorporated herein and made a part hereof.

No right or remedy granted to the Bank herein shall affect or diminish any right or remedy granted to the Bank in any security agreement, mortgage, trust deed or other instrument executed by the Borrower or any other person relating to any collateral securing these obligations. All rights and remedies of the Bank, whether provided for herein or conferred by law, are cumulative and concurrent and three exercise of any one or more of them shall not preclude the simultaneous or later exercise by the Bank of any or all other rights, powers or remedies.

<u>Defaults</u>. This note and all installments hereof shall, at the option of the Bank (and automatically in the case of clause (e) below), immediately mature and become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, upon the occurrence of any one or more of the following events:

- (a) Any representation or warranty in connection with this note shall be materially false as of the date on which made.
- (b) Any installment of interest or principal of this note or of any other debt owing by the Borrower shall not be paid when due.
- (c) The Borrower shall fail to comply with any provisions herein, writer failure is not remedied within 10 days after receipt of written notice icn the Bank.
- (d) Any individual guarantor of the indebtedness represented hereby shall die or any corporate guarantor shall fail to maintain its corporate existence.
- (e) The Borrower or any guarantor of the indebtedness represented hereby shall have an order for relief entered with respect to it under the Federal Bankruptcy Code similar state law or be adjudicated a bankrupt or an insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit ofits creditors; or the Borrower or any such guarantor shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed

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without the application or consent of the Borrower or any such guarantor, as the case may be, and such appointment shall continue undischarged for a period of 60 days; or the Borrower or any such guarantor shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Borrower or any such guarantor and shall remain undismissed for a period of 60 days; or the Borrower or any such guarantor shall fail to pay or otherwise discharge any one or more judgments or attachments against any one or more of them.

Each Enrower, endorser and guarantor waives presentment, demand, notice of dishonor, protest and all other notices and demands in connection with the enforcement of the Bank's rights hereunder, and hereby consents to, and waives notice of: (i) any renewals, extensions and modifications hereof and (ii) the release with or without consideration of any of the Borrower, any guarantor or any collateral. Any failure of the Bank to exercise any right available hereunder or otherwise shall not be construed as a waiver of the right to exercise the same or any other rights at any other time. No waiver by the Bank of any default shall be effective unless made in writing not operate as a waiver of any other or future default. The validity and construction of this Nota shall be governed by the internal law (and not the law of conflicts) of the State of Illinois. The Sorrower hereby irrevocably submits to the non-exclusive jurisdiction of any United States federal. Illinois state court sitting in Chicago in any action arising out of or relating to this Note and the Portower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court.

The Borrower (jointly and severally if more than one) hereby irrevocably authorizes any attorney of any court of record to appear for any one or more of them, or all of them, in such court at any time after this Note becomes due, whether by acceleration or otherwise and confess a judgment without process in favor of the Bank or any other holder of this Note for the amount then due hereon, together with costs of collection and reasonable altomeys' fees, and to release and waive all errors that may intervene and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. THE BORROWER HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING HEREUNDER.

The Bank may transfer this Note to any assignee, and in that event, the "Brok" will refer to the assignee, but the term "endorser" as used herein does not refer to the Bank.

if any part of this Note shall be adjudged invalid or unenforceable, then such pertial invalidity or unenforceability shall not cause the remainder of the Note to be or to become invalid or unenforceable, and if any provision hereof is held invalid or unenforceable in one or more of its applications, the parties hereto agree that said provision shall remain in effect in all valid or enforceable applications that are severable from the invalid or unenforceable application or applications.

The use of the singular herein may also refer to the plural, and vice-versa, and the uses of the neuter or any gender shall be applicable to any other gender or neuter.

The Borrower represents that this loan is made solely to acquire or carry on a business or commercial enterprise of Borrower.

This Note evidences the indebtedness evidenced by that certain Amendment No. 1 to Installment Note dated June 30, 1993, in the original principal amount of \$112,705.59 executed

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by the Borrower and payable to the Bank (the "Prior Note") and is not a repayment or novation of the Prior Note.

IN WITNESS WHEREOF, the Borrower has executed this Note on the date first set forth above.

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BORROWER:

Donald A Woods

Alma Woods

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