

# UNOFFICIAL COPY



98994243

PREPARED BY:

Stephen H. Malato, Esq.  
Hinshaw & Culbertson  
222 North LaSalle Street  
Suite 300  
Chicago, Illinois 60601

Address of Properties: 1040-1060 W. Monroe  
and 2200 S. Loomis  
Chicago, Illinois

Tax Numbers: See Exhibit A attached hereto

DEPT-01 RECORDING \$45.00  
T#0000 TRAN 0867 11/04/98 11:39:00  
#0968 # CG # -98-994243  
COOK COUNTY RECORDER

Above Space for Recorder's Use Only

## FIFTH LOAN MODIFICATION AGREEMENT

This Fifth Loan Modification Agreement ("Fifth Modification") made this October 30, 1998 ("Date Hereof") but effective as of ~~August 15~~ July 15, 1998 ("Effective Date") between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender") and American National Bank and Trust Company of Chicago, not personally but solely as Trustee of a certain Trust Agreement dated April 20, 1994, and known as Trust No. 118200-08 ("Trust 118200"), American National Bank and Trust Company of Chicago, not personally but solely as Trustee of a certain Trust Agreement dated April 20, 1994, and known as Trust No. 117734-05 ("Trust 117734") American National Bank and Trust Company of Chicago, not personally but solely as Trustee of a certain Trust Agreement dated March 12, 1997, and known as Trust No. ~~122707-80~~ 8885 ("Trust 122707") (Trust 118200, Trust 117734 and Trust 122707 are collectively referred to as "Trusts"), and Carmichael Properties, an Illinois General Partnership ("Partnership"), the sole beneficiary of Trust 118200 and Carmichael Properties LLC, an Illinois Limited Liability Company ("LLC") the sole beneficiary of Trust 122707 (Partnership and LLC are together "Beneficiaries") and (Trusts and Beneficiaries are collectively referred to as "Borrower").

### RECITALS

A. Lender is the legal owner and holder:

1. Mortgage Note dated May 17, 1994, in the principal amount of ONE MILLION FOUR HUNDRED FIFTY DOLLARS AND 00/100

BOX 333-677

14

7479521, D2, CB, LA

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(\$1,450,000.00) (“\$1.45M Note”) executed and delivered by Beneficiary and Trust 118200 and payable to Lender;

2. Secured Installment Note dated May 17, 1994, in the principal amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$750,000.00) (“\$.75M Note”) executed and delivered by Beneficiary and Trust 117734 and payable to Lender and previously amended and restated as a note in the amount of \$980,000.00 (“\$.98M Note”)

(\$1.45M Note and \$.98M Note are together herein referred to as “Notes”); and

B. \$1.45M Note is secured by Mortgage and Security Agreement of even date with \$1.45M Note, executed by Trust 118200 and Beneficiary, with respect to that certain real estate conveying the land and improvements legally described on Exhibit “A” attached hereto and made a part hereof, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 9447025 (“\$1.45M Mortgage”) and other document (“Other \$1.45M Loan Documents”) executed by Trust 118200 and Beneficiary to evidence and secure the indebtedness evidenced by \$1.45M Note.

C. \$.98M Note is secured by Mortgage and Security Agreement dated May 17, 1994 executed by Trust 117734 and Beneficiary, with respect to that certain real estate conveying the land and improvements legally described on Exhibit “B” attached hereto and made a part hereof, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 9447021 (“\$.98M Mortgage”) and other documents (“Other \$.98M Loan Documents”) executed by Trust 117734 and Beneficiary to evidence and secure the indebtedness evidenced by \$.98M Note.

D. As used herein, the property conveyed pursuant to \$1.45M Mortgage and \$.98M Mortgage is collectively referred to as “Mortgaged Premises”, \$1.45M Mortgage, \$1.45M Other Loan Documents, \$.98M Mortgage and \$.98M Other Loan Documents are herein referred to as “Security Documents”.

E. Notes and Security Documents have previously been modified by the following:

1. First Amendment to Mortgage Document dated August 10, 1995, executed by Lender, Partnership, Trust 118200-08 and Trust 117734;
2. Second Amendment to Mortgage Documents dated October 31, 1995, executed by Lender and Trust 118200-08 and Trust 117734;
3. Third Amendment to Mortgage Documents dated February 20, 1996, executed by Lender and executed by Trust 118200, Trust 117734 and Partnership; and

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4. Fourth Loan Modification Agreement dated December 23, 1997 executed by Lender and Borrower;

(collectively "Previous Modifications").

F. As used herein Notes, Security Documents and Previous Modifications are herein referred to collectively as "Existing Loan Papers" and all real estate and other property conveyed or pledged to secure Notes is herein collectively referred to as the "Property".

G. With Lender's approval and subject to the terms and provisions of Existing Loan Papers, Partnership:

1. Established Trust 122707 with LLC as its sole beneficiary; and
2. Caused Trust 118200 to convey a part of Mortgaged Premises to Trust 122707.

H. Borrower has requested that Lender extend the Maturity Date of \$1.45M Note and Lender has agreed to do so, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the payments made and to be made by Borrower, as hereinafter provided, and the performance of the terms, covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. WARRANTIES AND REPRESENTATIONS. Borrower represents and warrants as follows (collectively "Warranties and Representations"):

a. The execution and delivery of this Fifth Modification and all other documents executed and delivered in connection with Fifth Modification (collectively "Additional Fifth Modification Documents") were duly authorized;

b. Existing Loan Papers (as modified), Fifth Modification and Additional Fifth Modification Documents and each of the covenants, conditions and agreements contained therein are in full force and effect, are the valid and legally binding obligations of Borrower and are free from all legal and equitable defenses, offsets and counterclaims;

c. No part of Property is in receivership nor is any application for receivership pending and no petition in bankruptcy has been filed by or against Borrower nor is there any litigation existent which affects Property;

d. There are no agreements, state of facts or circumstances presently existing and known to Borrower which, with or without the service of notice, passage of time, or both, would grant to Borrower the right to refuse to make or delay the payments or otherwise

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perform the terms, covenants, conditions and agreements required pursuant to Fifth Modification or Additional Fifth Modification Documents.

e. Borrower is not insolvent and will not be rendered insolvent by the execution of Fifth Modification or Additional Fifth Modification Documents (as such term is hereinafter defined).

f. For purposes of this Fifth Modification the term "Hazardous Substance" is as defined in that certain Environmental Indemnity Agreement executed by Trust 118200 and Partnership dated May 17, 1994. Borrower has not received any notice, summons, citation, directive, letter or other communication, written or oral, from any agency or department of the City of Chicago, the County of Cook, the State of Illinois, the United States Government or any agency of government, nor, to the best knowledge of Borrower, has any action ever been commenced or threatened by any such party concerning any intentional or unintentional action or omission on the part of Borrower or, to the knowledge of Borrower, adjacent owners which resulted from the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into or onto the Property or the land adjacent to the Property.

Any inaccuracies in Representations and Warranties shall be an event of default pursuant to Existing Loan Papers, thereby entitling Lender to exercise its right to accelerate the payment of Indebtedness and exercise any and all other rights available to Lender pursuant to Existing Loan Papers, Fifth Modification or Additional Fifth Modification Documents or at law or in equity.

2. ACKNOWLEDGMENT OF PRINCIPAL AMOUNT OF LOAN AMOUNT DUE AS OF EFFECTIVE DATE. The present balance of the \$1.45M Note is \$1,246,066.00.

3. EVIDENCE OF REMAINING INDEBTEDNESS. To evidence the remaining Indebtedness evidenced previously by \$1.45M Note, there shall be executed and delivered to Lender two Amended and Restated Secured Installment Notes, identical in form to that attached hereto as Exhibit "C", one in the amount of \$333,330.00 executed by Trust 118200 and Partnership - the Maturity Date of which shall be October 30, 2000 and one in the amount of \$912,736.36 executed by Trust 112707 andd LLC - the Maturity Date which shall be October 30, 2003. The \$1.45 Note shall be marked canceled and returned to Borrower.

4. RELEASE. As additional consideration of the extension of Maturity Date of \$1.45M, as herein provided, Borrower and its general partners hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, assigns and all persons, firms, and corporations acting in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Borrower or general partners may now have or claim to have against Lender as of the Date Hereof and whether presently known or unknown and of every nature and extent whatsoever on account of or in any way concerning, arising out of or founded upon the Existing Loan Papers, Fifth Modification or Additional Fifth Modification Documents, including, but not limited to, all loss or

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damage of any kind heretofore sustained or which may arise as a consequence of the transactions between Borrower, general partners and Lender to and including the Date Hereof, and this release and covenant by Borrower, general partners and Lender is contractual and not a mere recital.

5. FAILURE OR DELAY. No failure by Lender to exercise, or delay by Lender in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in Existing Loan Papers, Fifth Modification and Additional Fifth Modification Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. No notice to or demand upon Borrower, in any instance, shall, in itself, entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstance without notice or demand.

6. EFFECTIVENESS. This Fifth Modification shall be effective as of Effective Date.

7. CONSTRUCTION. This Fifth Modification shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that both Borrower and Lender have contributed substantially and materially to the preparation of this Fifth Modification, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the others in entering into this Fifth Modification.

This Fifth Modification shall universally modify Existing Loan Papers and shall be construed in conjunction with Existing Loan Papers. All terms used herein shall have the meanings ascribed in \$1.45M Note, \$1.45M Mortgage and Other \$1.45M Loan Documents unless otherwise defined herein.

8. ENTIRE AGREEMENT. Borrower and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in Existing Loan Papers or this Fifth Modification, Additional Fifth Modification Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender and, except to the extent modified herein, and in Additional Fifth Modification Documents, the provisions of Existing Loan Papers are hereby ratified and confirmed. The recitals are hereby incorporated as a material part of this Fifth Modification.

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IN WITNESS WHEREOF, Lender and Borrower have caused this Fifth Modification to be signed by their respective duly authorized signatories and have executed this Fifth Modification on the day and year first above written.

**LENDER:**

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

By: Robert A. Clark, Commercial Banking Officer  
Title:

**BENEFICIARY:**

CARMICHAEL PROPERTIES, an Illinois General  
Partnership

By: [Signature]

**BENEFICIARY:**

CARMICHAEL PROPERTIES LLC, an Illinois Limited  
Liability Company

By: [Signature]

**TRUST:**

AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, not personally but solely as Trustee of a  
certain Trust Agreement dated April 20, 1994, and known as  
Trust No. 118250-08

By: [Signature]

**TRUST:**

AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, not personally but solely as Trustee of a  
certain Trust Agreement dated April 20, 1994, and known as  
Trust No. 117734-05

By: [Signature]

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the 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 or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, not personally but solely as Trustee  
of a certain Trust Agreement dated March 12, 1997,  
and known as Trust No. 122707-03

By: [Signature]

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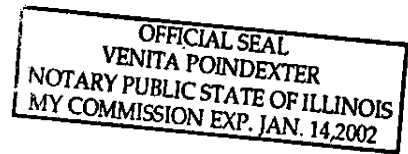
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STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Robert Clarke, Officer of American National Bank and Trust company of Chicago ("Lender"), as Robert Clarke thereof, 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 they signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of Lender, for the uses and purposes therein set forth; and the said officer did also then and there acknowledge that as custodian of the corporate seal of Lender, did affix the said corporate seal thereof to said instrument as his own free and voluntary act, and as the free and voluntary act of Lender, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 30<sup>th</sup> day of October, 1998.

Venita Poindexter  
Notary Public  
My Commission Expires:



STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Melvin Becunia, PARTNER of Carmichael Properties, an Illinois General Partnership ("Beneficiary") and \_\_\_\_\_ as \_\_\_\_\_ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PARTNER and \_\_\_\_\_, respectively, 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 Lender, for the uses and purposes therein set forth; and the said PARTNER did also then and there acknowledge that as custodian of the corporate seal of Lender, did affix the said corporate seal thereof to said instrument as h own free and voluntary act, and as the free and voluntary act of Beneficiary, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 30 day of October, 1998.

Vanessa L. Nielsen  
Notary Public  
My Commission Expires: 9-23-2001

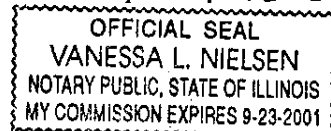


STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Melvin Becunia, MEMBER of Carmichael Properties LLC, an Illinois Limited Liability Company ("Beneficiary") and \_\_\_\_\_ as \_\_\_\_\_ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such MEMBER and \_\_\_\_\_, respectively, 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 Lender, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also then and there acknowledge that as custodian of the corporate seal of Lender, did affix the said corporate seal thereof to said instrument as h own free and voluntary act, and as the free and voluntary act of Beneficiary, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 30 day of October, 1998.

Vanessa L. Nielsen  
Notary Public  
My Commission Expires: 9-23-2001



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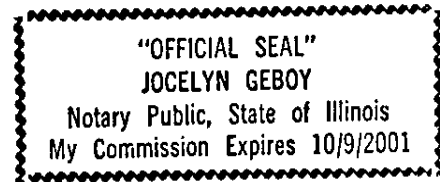
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STATE OF IL )  
COUNTY OF COOK ) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that MARK DEGRAZIA of American National Bank and Trust Company of Chicago, not personally but solely as Trustee of a certain Trust Agreement dated April 20, 1994, and known as Trust No. 118200-08 ("Trust") as personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such TRUST OFFICER, respectively, 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 Trust.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this \_\_\_ day of OCT 30 1998 1998.

Joelyn Geboy  
Notary Public  
My Commission Expires:

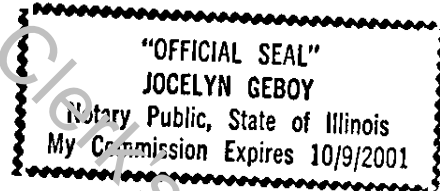


STATE OF IL )  
COUNTY OF COOK ) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that MARK DEGRAZIA of American National Bank and Trust Company of Chicago, not personally but solely as Trustee of a certain Trust Agreement dated April 20, 1994, and known as Trust No. 117734-05 ("Trust") as personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such TRUST OFFICER, respectively, 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 Trust.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this \_\_\_ day of OCT 30 1998 1998.

Joelyn Geboy  
Notary Public  
My Commission Expires:

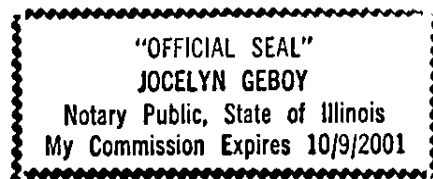


STATE OF IL )  
COUNTY OF COOK ) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that MARK DEGRAZIA of American National Bank and Trust Company of Chicago, not personally but solely as Trustee of a certain Trust Agreement dated March 12, 1997, and known as Trust No. 122707-08 ("Trust") as personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such TRUST OFFICER, respectively, 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 Trust.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this \_\_\_ day of OCT 30 1998 1998.

Joelyn Geboy  
Notary Public  
My Commission Expires:



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## EXHIBIT A LEGAL DESCRIPTION FOR \$1.45M MORTGAGE

Tax Identification Numbers:

- 17-17-204-003
- 17-17-204-004
- 17-17-204-005
- 17-17-204-006
- 17-17-204-007
- 17-17-204-008
- 17-17-205-001
- 17-17-205-002
- 17-17-205-003
- 17-17-205-004
- 17-17-205-005
- 17-17-205-006
- 17-17-205-007
- 17-17-205-008
- 17-17-205-009
- 17-17-205-010
- 17-17-205-011
- 17-17-205-012
- 17-17-205-013
- 17-17-205-014
- 17-17-205-015
- 17-17-205-016
- 17-17-205-017

Property of Cook County Clerk's Office

98994243

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EXHIBIT "A"

PARCEL 1:

LOTS 74 TO 83, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 5 IN DUNCAN'S ADDITION TO CHICAGO AND OF THAT PART OF BLOCK 1 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 8.0 FEET OF LOT 29 AND ALL OF LOTS 30, 31, AND 32 IN E. K. ROGERS SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 5 IN DUNCAN'S ADDITION OF BLOCK 1 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 69 THROUGH 73, INCLUSIVE, LOTS 84 THROUGH 91, INCLUSIVE, IN THE SUBDIVISION OF THE INTERIOR PART OF BLOCK 1 IN EDWARD K. ROGERS' SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 5 OF DUNCAN'S ADDITION TO CHICAGO WITH PART OF BLOCK 1 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 42 FEET OF LOT 1 IN W. N. HOLDEN'S SUBDIVISION OF PART OF BLOCK 5 IN DUNCAN'S ADDITION AFORESAID WITH A PART OF BLOCK 1 IN THE CANAL TRUSTEES' SUBDIVISION, AFORESAID, ALL SITUATED IN THE CITY OF CHICAGO, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 39 THROUGH 52, INCLUSIVE, IN E. K. ROGERS'S SUBDIVISION OF LOT 1 AND 2 IN BLOCK 5 IN DUNCAN'S ADDITION TO CHICAGO, AND OF BLOCK 1 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 1 TO 6, BOTH INCLUSIVE, IN C. C. P. HOLDENS RESUBDIVISION OF LOTS 33, 34 AND 35 IN BLOCK 1 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 36, 37 AND 38 IN E. K. ROGERS SUBDIVISION OF BLOCK 1 IN CANAL TRUSTEES' SUBDIVISION AND OF BLOCK 5 OF DUNCAN'S ADDITION TO CHICAGO A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B LEGAL DESCRIPTION FOR \$.75M MORTGAGE

Tax Identification Number: 17-29-010-034

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EXHIBIT "A"

LOT 189 (EXCEPT THE SOUTH 83.64 FEET THEREOF), LOTS 190, 191, AND 192, AND THE SOUTH 75 FEET OF LOT 193 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

Property of Cook County Clerk's Office

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## EXHIBIT C

### AMENDED AND RESTATED \$1.45M NOTE

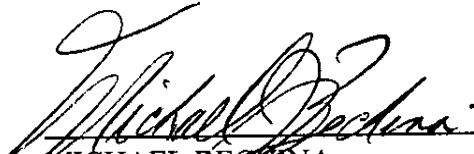
Property of Cook County Clerk's Office


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## CONSENT TO LOAN MODIFICATION AGREEMENT

The prompt payment of the Indebtedness evidenced by the Notes and the prompt performance of the terms, covenants and conditions of Existing Loan Papers described in the Modification to which this Consent is attached were guaranteed by the undersigned pursuant to the terms and conditions of a continuing unconditional joint and several Guaranty executed by the undersigned. The undersigned hereby consent to the execution of the Fifth Modification, and agree that the Guaranty executed by each of them shall be unaffected by such execution and each hereby ratify and confirm the terms and conditions of the Guaranty.

  
MICHAEL BECHINA

  
MELVIN BECHINA

Property of Cook County Clerk's Office

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