Cook County Recorder

98289425

DEPT-OF RECORDING

T#0013 TRAN 3328 04/13/98 08:15:00

COOK COUNTY RECORDER

FIRST NOTE MODIFICATION AGREEMENT

Lakeside Bank (the 'Londer'), an Illinois Banking Corporation, and the undersigned, Broadview Holdings, Inc. (the "Borrower") and Michael L. Lyon, Stuart P. Levine and Theodore Tannebaum (the "Guarantors").

- The Lender presently owns and holds BORROWERS' note, dated September 28, 1994 and payable to the Lender in the sum of \$1,100,000.90 with a current balance of \$1,032,030.02. The Note is executed by Broadview Holdings, Inc. (the 'Borrower') in their capacity as prime obligors on the note.
- The note is secured, among other things, a mortgage of the same date conveying the premises commonly known 2. as 17th Avenue and Cermak Road, Broady ev. Illinois and recorded with the Cook County Recorder of Deeds on October 14, 1994 as Document No.94883476 and securing the real estate described in Exhibit "A". The Lender's mortgage lien (the "Lien") is insured under mortgage loan Policy No.N941691 dated October 31, 1994 issued by Near North National Title Corporation ("Title Insured"). The Note, Mortgage, and all other documents evidencing or securing the Loan (the "Loan Documents") are hereby incorporated herein by reference.
- 3. By the Lender's execution hereof it has carned a nonrefundable modification fee of Fees and Costs: \$10,320.30 and payable upon the Borrowers execution and delivery hereof.
- 4. The Borrowers and Guarantors requested and the Lender has agreed that the terms of the Loan be modified. Accordingly, but subject to the conditions hereinafter provided, the Note and Mortgage (and each of the other Loan Documents to the extent necessary to conform thereto) are hereby amy ded as follows:
 - The Maturity Date has changed (from October 30, 2001) to March 30, 2005. (a)
 - The Note contract rate is decreased (from 9.0% per annum) to 7.25% per annum. (b)
 - The payment of principal including interest of \$8,992.44 will be due commencing April 30, 1998 and (c) monthly thereafter until maturity. Unless paid prior to maturity, all unpaid principal, cost, expenses, advances and accrued interest shall be due and payable on March 30, 2005, which is the date of maturity.
- The Borrower hereby warrants to the Lender that the title to the Premises and the priority of the Lien are in the same condition and subject to no exceptions other than as shown in the Loan Policy, except that the real estate taxes are currently paid.

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Chicago, IL 60601

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6. The foregoing modification shall be effective as of the date hereof, all other provisions of the note, mortgage and all other documents securing the loan shall remain in full force and effect.

Dated this 30th day of March 1998

LENDER:

LAKESIDE BANK

STAN I BOCHNOWSKI

BORROWER:

BROADVIEW HOLDINGS, INC.

BY: Mills Kron

BY: Challibration ITS: assi Socretary **GUARANTORS:**

MICHAEL T. LYON

STUART P. LEVINE

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to me to be the same persons whose nam	ies are subscribed to the
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instrument as their own free and volum	stary act, for the uses and
purposes therein set forth.	
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