6977/0022 26 001 Page 1 of 11 1998-04-20 09:25:48 Cook County Recorder 41.50

PREPARED BY AND RETURN TO MARIA T. ESPARZA LASALLE BANK NATIONAL ASSOCIATION 4747 WEST DEMPSTER STREET CHICAGO, ILLINOIS 60076

PROPERTY: 865-875 W. NORTH AVENUE

CHICAGO, ILLINOIS

PIN# 17-05-209-001-0000

17-03-209-002-0000

17-05-209-003-0000

#### SECOND LOAN MODIFICATION AGREEMENT

This instrument is an Agreement among Tri-Equities, L. L. C., an Illinois Limited Liability Company ("Mortgagor/Borrower"); Richard Jablonski and Joseph Hassen ("Guarantor"); and LaSalle Fank National Association, successor to LaSalle Bank Illinois, successor to Cornerica Bank-Illinois, ("Lender").

#### RECITALS

- A. Mortgagor is the owner of the real estate described in Exhibit A hereto ("Real Estate").
- B. On September 22, 1992, American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illine's, successor Trustee to Manufacturers Affiliated Trust Company as Trustee under Trust Agreement dated August 27, 1992 and known as Trust No. 11731 ("Initia" Mortgagor") executed and delivered to Lender its Mortgage Note ("Note 1") in the principal amount of \$550,000.00 to evidence a loan in that amount.
- C. To secure payment of the Note 1, the following documents were executed and delivered:
- 1. A Mortgage, Assignment of Leases and Security Agreement, dated September 22, 1992 and recorded with the Recorder of Deeds of Cook County, Illinois, as document Number 92736808 wherein Initial Mortgagor mortgaged the Real Estate to Lender.
- 2. An Assignment of Lease, Rents and Profits dated September 22, 1992 recorded with the Recorder of Deeds of Cook County, Illinois, as Document Number 92736809, wherein Initial Mortgagor assigned to Lender the rents and income from the Real Estate.

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- 3. A Guaranty of Note and Mortgage dated September 22, 1992, wherein Guarantor guaranteed the payment of the Note.
- 4. A Security Agreement and Assignment Interest in Land Trust wherein "Beneficiaries" (Richard Jablonski and Joseph Hassen) collaterally assigned to Lender their beneficial interest in Initial Mortgagor.
- D. On October 2, 1996, Guarantor executed and delivered to Lender a Variable Rate Single Payment Note in the amount of \$30,000.00 ("Note 2").
- E. To secure payment of Note 2, the following documents were executed and delivered.
- 1. A Security Agreement and Assignment Interest in Land Trust wherein Beneficiaries collaterelly assigned to Lender their beneficial interest in Initial Mortgagor.
- 2. A Cross-collateralization and Cross-Default Agreement, wherein Initial Mortgagor, Beneficiaries and Lander, cross-collateralised and cross-defaulted both Notes.
- F. An Assumption and Consent Agreement dated January 10, 1997, wherein Initial Mortgagor conveyed the rights and Interest in the Real Estate to 865-875 W. North Avenue, L. L. C., an Illinois Limited Liabilic, Company.
- G. On March 3, 1997 a Quit Claim Deed, was executed and recorded March 5, 1997, with the recorder of Deeds of Cook County, Illinois as Document No. 97149340, wherein 865-875 W. North Avenue, L. L. C., an Illinois Limited Liability Company, conveyed the rights and interest in the Real Estate to Mortgagor.
- H. Mortgagor, Borrower, Guarantor and Lender executed a Loan Modification Agreement dated October 1, 1997 and recorded December 1, 1907, with the recorder of Deeds of Cook County, Illinois as Document No. 97899118, whereby Mortgagor, Borrower, Guarantor and Lender modified the terms of the Notes.
- I. Any and all extensions, modifications, or renewals to the Note made from time to time by Mortgagor to Lender.
- J. The Notes are now due and payable. Mortgagor, Borrower and Guarantor have requested that Lender extend the maturity date of the Notes to July 1, 1998.

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### UNOFFICIAL COPS 12229 Fage 5 of 11

WHEREFORE, Mortgagor, Borrower, Guarantor and Lender hereby agree to the following:

- To evidence the new maturity date of both Notes. Mortgagor and Guarantor shall deliver to Lender at the execution and delivery of this Agreement two Promissory Notes (which is hereby incorporated by reference and attached hereto as Exhibits "B" and "C") dated as of the date hereof (the "Restated Notes"), payable to the order of Lender (Note 1) in the principal amounts of Four Hundred Forty Six Thousand Ien and 32/100 Dollars (\$446,010.32) at the interest rate of Prime + 1%, floating, requiring monthly interest payments commencing February 1, 1998 and (Note 2) in the principal amount of Thirty Thousand and 00/100 (\$30,000.00) at the interest rate of Prime + 1%, floating requiring monthly interest payments commencing February 1, 1998.
- 2. Except as modified hereby, and the Restated Notes, all other terms and conditions and all other Loca Documents remain in full force and effect.
- Guarantors, jointly and severally, and unconditionally, reaffirm their Guaranties of the obligation of Mortgagor to Lender under the provisions of the Notes and Loar Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on January 1, 1998.

> LASALLE BANK NATIONAL ASSOCIATION. SUCCESSOR TO LABALLE BANK ILLINOIS. SUCCESSOR TO COMERICA BANK-ILLINOIS

By: Kons a. Mast

TRI-EQUITIES, L. L. C., AN ILLINOIS LIMITED

LIABILITY COMPANY

Bv:

Richard Jablonski, Member

Joseph Hassen, Member

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98312229,

Acknowledgment by Guarantor

The undersigned hereby acknowledges and consents to the within Modification of Notes and Advanced datase Contambor 22 Agraement and reaffirms his Guaranty of Note and Mortgage dated September 22

Richard Jablonski Droperty of Cook County Clerk's Office

Property of Coot County Clert's Office

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that <u>Koss a Martin</u>, <u>Ossit Vice</u>President, LaSalle Bank National Association, successor to LaSalle Bank Illinois, successor to Comerica Bank-Illinois, 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 as the free and voluntary act of said institution, for the uses and purposes therein se forth.

GIVEN under my hand and Notarial Seal this 1st day of January, 1998.

OFFICIAL SEAL"

MAI IIA A. SPANOS

Notary Puolic, State of Illinois
My Commission Papires 5/8/2000

Notary Public

STATE OF ILLINOIS

SS

COUNTY OF COOK

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Richard Jablonski, Member and Joseph Hassen, Member of Tri-Equities, L. L. C., an Illinois Limited Liability Company 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 of the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of January 1998.

"OFFICIAL SEAL"
MAIRIA A. SPANOS
Notary Public, State of Illinois
My Commission Expires 5:8/2000

Notary Public

Property of County Clerk's Office

STATE OF ILLINOIS

COUNTY OF COOK

SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify, that Richard Jablonski and Joseph Hassen personally known to me to be the same person 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of January, 1998.

OFFICIAL SEAL" MARIA A. SPANOS

Notary Public, State of Illinois
My Commission States 5/8/2000 County Clert's Office

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#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION

LOT 12 TO BOTH INCLUSIVE IN JOHN A. YATES RESUBDIVISION OF BLOCK 40 IN ELSTON ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 17-05-209-001-0000, 17-05-209-002-0000 AND 17-05-209-003-0000

COMMONLY KNOWN AS: 865-875 WEST NORTH AVENUE, CHICAGO, ILLINOIS

Property of Cook County Clark's Office

Borrower:

Tri-Equities, L. L. C., an Illinois Limited Liability

Company (TIN: )

865-875 West North Averlue

Chicago, IL 606

Lender: LASALLE BANK NATIONAL ASSOCIATION

4747 West Irving Park Road

Chicago, IL 60641

Principal Amount: \$446,010.32

Initial Rate: 9.500%

Date of Note: January 1, 1998

PFIOMISE TO PAY. Tri-Equities, L. L. C., an illinois Limited Liability Company ("Borrower") promises to pay to LASALLE BANK NATIONAL ASSOCIATION ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Forty Six Thousand Ten & 32/100 Dollars (\$446,010.32), together with interest on the unpaid principal balance from January 1, 1998, until paid in full.

PAYMENT. Borrower will pay this loan in one principal payment of \$446,010.32 plus interest on July 1, 1998. This payment due July 1, 1998, will be for all principal and accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 1, 1998, with all subsequent interest payments to be due on the same day of each month after that. "It's ar nual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is Lender's Prime Rate (the "Index"). This is the rate charges, or would charge, on 90-day unsecured loans to the most creditworthy corporate customers. This rate may or may not be the towes rate available from Lender at any given time. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each day or days that said Prime Rate is changed by Lender. The Index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.000 percentage point over the Index, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances will the interest rate on his Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay all or a portion or the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due.

LATE CHARGE. If is payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

DEFAULT. Borrower will be in default it any of the following happers: (a) Borrower tails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with on to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lendow by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower dissolves (cogardless of whether election to continue is made), any members withdraws from Borrower, any member clies, or any of the members or Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property. Borrower makes an assignment for the benefit of creditors, or any proceeding is commanced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property or or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. (p) Any guaranter cless or any of the other events described in this default section occurs with respect to any guaranter of this Note. (h) A material coverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired. (l) Lender in good faith deems itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final manurity. Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 15.000% per annum. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' less and Lender's Loal expenses whether or not there is a lawsuit, including attorneys' less and legal expenses for bankruptcy proceedings (including efforts to modify or value any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also vill pay any court costs, in addition to all other sums provided by iaw. This Note has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, the State of Illinois. This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

DISHONORED ITIEM FEE. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

COLLATERAL. This Note is secured by a Mortgage, Assignment of Leases & Security Agreement, an Assignment of Lease, Rents and Profits on a property in Cook County, Illinois, executed by Land Trust ("Initial Grantor") to LaSalle Bank National Association, successor to LaSalle Bank Illinois, successor to Comerica Bank-Illinois ("Lerider").

AFFILIATED GROUP OF BANKS. The words "Affiliated Group of Banks" means LaSalle National Corporation and its affiliates.

RIGHT OF SETOFF. Borrower grants to Lender and its Affiliated Group of Banks a contractual possessory security interest in, and hereby assigns, conveys, delivers, pladges, and transfers to Lender and its Affiliated Group of Banks all Borrower's right, title and interest in and to, Borrower's accounts with Lender and its Affiliated Group of Banks (whether checking, savings or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however, all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender and its Affiliated Group of Banks, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

PRIOR NOTE. Promissory Note dated October 1, 1997 in the amount of \$450,249.04.

Proberty of Cook County Clark's Office

Loan No 3524971920

## PROMISSORY NOTE (Continued)

GENERAL PROVISIONS. Lender may delay or lorgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guaranter, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this lostr without the consent of or notice to anyone other than the party with whom the modification is made.

INSURANCE: Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

By: Richard Jabionski,	Member	By:
ariable Rate. Single Pay.	LASER PRO. Fig. U.S.P. I T.M. OH	., Ver. 3.24 (c) 1998 CFI ProServices, Inc. All rights reserved. Jil D20 F3.24a P3.24a JABI, ONS2:LN C22.OVL

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Proberty of Cook County Clark's Office

## UNORMEDIA LOTE O PEY 12229 (sage little at 12

Borrower:

Richard Jablonski (SSN: 349-36-4408)

Joseph Hassen (SSN: 331-40-9535)

630 Laurel Avenue Wilmette, IL 60091 Lender: LASALLE BANK NATIONAL ASSOCIATION

4747 West Irving Park Road

Chicago, IL 60641

Principal Amount: \$30,000.00

Initial Rate: 9.500%

Date of Note: January 1, 1998

PROMISE TO PAY. Richard Jabionski and Joseph Hassen ("Borrower") promise to pay to LASALLE BANK NATIONAL ASSOCIATION ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty Thousand & 00/100 Dollars (\$30,000.00), together with interest on the unpaid principal balance from January 1, 1993, until paid in full.

PAYMENT. Borrower will pay this loan in one principal payment of \$30,000.00 plus interest on July 1, 1998. This payment due July 1, 1998, will be for all principal and accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 1, 1998, with all subsequent interest payments to be due on the same day of each month after that. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and after charges.

VARIABLE INTERIEST RATE. The injuriest rate on this Note is subject to change from time to time based on changes in an index which is Lender's Prime Rate (the "Index"). This is the rate charges, or would charge, on 90-day unsecured loans to the most creditworthy corporate customers. This rate may or may not be the lowest rate available from Lender at any given time. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each day or days that said Prime Rate is changed by Lender. The Index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.000 percentage point over the Index, resulting in an Initial rate of 9.500% per annum. NOTICE: Under not circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue o make payments under the payment schedule. Rather, they will reduce the principal balance due.

LATE CHARGE. If a payment is 10 days or more late, Borro ver will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

DIFFAULT. Borrower will be in default if any of the following happens. (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with in the perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is cummanced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. (g) Any of the events described in this default section occurs with respect to any guaranter of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (i) Lender in good faith theems itset insecure.

L'ENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note ar o all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final chaturity. Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 15,000% per annum. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower are not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's logal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vesse any automatic stay or injunction), appears, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, the State of Illinois. Lender and Borrower hereby write the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

COLLATERAL. This Note is secured by a Morigage on a property located in cook County Illinois.

AFFILIATED GRICUP OF BANKS. The words "Affiliated Group of Banks" muans LaSalle National Corporation and its affiliates.

RIGHT OF SETOFF. Borrower grants to Lender and its Affiliated Group of Banks a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges and transfers to Lender and its Affiliated Group of Banks all Borrower's right, title and interest in and to, Borrower's accounts with Lender and its Affiliated Group of Banks (whether checking, savings or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the tuture, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender and its Affiliated Group of Banks, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

PRIOR NOTE. Prornmisory Note dated October 1, 1997 in the amount of \$30,000.00.

Property of Cook County Clerk's Office

Loan No

UNOFER MISSOR NOTE OF \$12229 | sign | 11 of Page 2

(Continued)

GENERAL PROVISIONS. Lender may delay or torgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guaranter, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guaranter or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

INSURANCE: Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower intity later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

PRIOR TO SIGNING 1413 NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS AND THE NOTICE TO COSIGNER SET FORTH BELOW. EACH BORROWER AGREES TO THE TERMS OF THE NOTE: AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BOFIROWER:	O/X		
Alchard Jabionski	<i>9</i> 0x	X	

#### NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think catefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the lighter does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The lender can collect this debt from you without first trying to collect from the borrower. The lender can use the same collection methods against you that can be used against the borrower, such as suing you, gardishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

Variable Rate. Single Pay.

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