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MID AMERICA BANK, FSB.
FOURTH LOAN MODIFICATION AGREEMENT/ADDITIONAL ADVANCE

Loan Number: **111008057**

Purpose of Modification: **To modify the maturity date from May 1, 2000 to April 1, 2014; To modify the original loan program to a Prepayment Premium Program; To modify the original mortgage to allow for an additional advance of funds; To provide an additional advance not to exceed the amount of $260,691.40; To modify the interest rate from 7.50% to 7.375%; and to modify the monthly principal and interest payment from $3,157.67 to $2,845.35.**

Monthly Payment: **Principal & Interest Only** **$2,845.35**

This Fourth Loan Modification Agreement Additional Advance (hereinafter referred to as "Fourth Modification") made and entered into this 25th day of March 1999, by and between Mid America Bank, fsb., formerly known as Mid America Federal Savings Bank, successor by merger with 1st Federal Savings & Loan Association of Westchester, of the County of DuPage and State of Illinois (hereinafter referred to as "Mid America") and Bank One Chicago, N.A. F/N/A LaGrange Bank and Trust Company as Trustee under Trust Agreement dated Novemeber 10, 1983 and known as Trust Number 7411 (hereinafter referred to as "Bank One") and Rosemary Joyce (hereinafter along with Bank One collectively referred to as "Borrowers") shall affect the property located at 10700 West 31st Street, Westchester, Illinois, 60154 and legally described as follows:

LOTS 14 TO 23 BOTH INCLUSIVE IN BLOCK 13 IN WESTCHESTER HIGHLANDS, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1925 AS DOCUMENT NUMBER 9051581, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 15-29-417-027 through 15-29-417-036

WHEREAS, Mid America has previously loaned Borrower the principal sum of Three Hundred Ten Thousand and 00/100 Dollars ($310,000.00) evidenced by a Note and Mortgage both dated November 10, 1983; said Mortgage having been recorded in the office of Recorder of Deed of Cook County, Illinois as Document Number 26885892 and said Note and Mortgage are incorporated into and made a part of this Fourth Modification;

WHEREAS, an Assignment of Rents was previously entered into by and between MidAmerica and Borrowers evidenced by an Assignment of Rents dated Novmeber 10 1983; said Assignment of Rents having been recorded in the Office of recorder of Deeds of Cook County, Illinois on December 6, 1983 as Document Number 26885893.

WHEREAS, Borrower has executed a First Loan Modification dated September 29, 1989 (hereinafter referred to as "First Modification").

WHEREAS, Borrower has executed a Second Loan Modification dated October 1, 1992 (hereinafter referred to as "Second Modification").

S.Y
P.G
N.
M.Y
GBA

WHEREAS, Borrower has executed a Third Loan Modification dated February 15, 1996 (hereinafter referred to as "Third Modification").

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note, Mortgage, First Modification, Second Modification and Third Modification of said indebtedness;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. It is agreed that as of the date of this Fourth Modification, the unpaid principal balance of said indebtedness is Thirty Nine Thousand Three Hundred Eight and 60/100 Dollars ($39,308.60).

2. The Mortgage dated November 10, 1983 shall be modified to allow for an additional advance of funds not to exceed the amount of Two Hundred Sixty Thousand Six Hundred Ninety One and 40/100 Dollars ($260,691.40).

3. Mid America will fund an Additional Advance of Two Hundred Sixty Thousand Six Hundred Ninety One and 40/100 Dollars ($260,691.40) which shall increase the unpaid principal balance of said indebtedness to Three Hundred Thousand and 00/100 Dollars ($300,000.00).

4. The Borrower does hereby amend and modify a certain Note and Mortgage described above by specifically amending the Note as follows: Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.875%. The interest rate will remain constant for the remaining term of the loan.

5. The Borrower has the right to make prepayments upon any and all amounts due under the Note, so long as the Borrower is not in default hereunder. The Lender may apply any prepayments by the Borrower as provided in the Note and pursuant to the Mortgage. In the event, during any thirty (30) day period prior to April 1, 2005, the Borrower shall make any prepayment or prepayments of principal to the Lender which shall reduce the outstanding loan balance by an amount equal to or in excess of twenty (20) percent of the original principal sum evidenced by the Note, Mortgage and Loan Modification, then the Lender may charge and the Borrower shall pay a prepayment penalty of one and one-half percent (1.50%).

6. Beginning April 1, 1999, the interest rate will be 7.875% percent. The principal and interest payment based on the rate indicated above will be $2,845.35.

   (a) I will pay all sums that I owe under this Note no later than April 1, 2014 ("the Final Payment Date").

   (b) I will make my new modified payments on the first day of each month beginning on May 1, 1999.

7. Borrower will keep and maintain all necessary books, records, and accounts relating to the Mortgaged Premises and the operation thereof, including the leases relating to the Mortgaged Premises. The books, records, and accounts to be maintained by the Borrower shall include, but shall not be limited to, financial statements of the Borrower, operating and expense statements relating to the Mortgaged Premises, and up to date rental records for the Mortgaged Premises, if applicable. At the written request of the Lender, the Borrower shall deliver any and all books, records and accounts to the Lender on January 1st and July 1st of each year during the term of this loan agreement. Borrower shall enter in such books of record and account full, true and correct entries in accordance with generally accepted accounting principles of all dealings and transactions relative to the Mortgaged Premises therein. Notwithstanding anything to the contrary contained herein, Lender may request, at any time, and the Borrower shall produce, any and all additional documents and records which it may reasonably request from the Borrower.

8. Borrower covenant and represent that they shall maintain and keep the Mortgaged Premises free at all times of any environmental violation, waste, hazard or damage, including toxic chemicals, asbestos, or gasoline, and that the Borrower shall provide any proof or tests required by the Lender

that the Mortgaged Property is free from any environmental waste, hazard, or damage. Further, the Borrower represents that the Mortgaged Premises shall not violate any state or federal environmental statute, regulation or law. If at any time any soil test or any other environmental test of the Mortgaged Premises evidences environmental violations or dangers, the Borrower shall have a period of sixty (60) days to remedy said violation and deliver an updated test to Lender evidencing that the environmental violations or dangers have been removed. If the Borrower fails to remediate the environmental dangers evidenced by the requisite soil or environmental test within sixty (60) days, or if any other environmental violation, waste, hazard, or damage occurs on the Mortgaged Premises, said environmental violation, waste, hazard or damage shall be considered an Event of Default under the terms of the Mortgage, and the Lender shall have the right, at its option, but shall have no obligation, to cure any environmental violation, waste, hazard or damage on behalf of the Borrower, and any and all amounts advanced by the Lender hereunder shall become an additional indebtedness of the Borrower under the original Note, and interest shall accrue on said amounts advanced by the Lender at the Default Rate as set forth in the Note. Any amountsadvanced by the Lender under this paragraph, plus interest thereon, shall be immediately due and payable by the Borrower.

The Lender shall have the right, at its discretion, to direct the Borrower to conduct environmental tests upon the Mortgaged Premises at the Borrower's expense and to provide the Lender with updated test reports detailing the results of the environmental tests. Upon receipt of a request for an environmental test from the Lender, the Borrower shall have a period of thirty (30) days to provide the Lender with the results of the requisite environmental test. Any failure of the Borrower to conduct any environmental test requested by the Lender, or to provide the Lender with test results, shall be considered an Event of Default under the terms of the Mortgage.

The Borrower agrees that, in addition to its representations provided in this paragraph 8, it shall, at its own expense, comply with any operation or management plan proposed by any state or federal agency for the removal of asbestos from the Mortgaged Premises. The failure of the Borrower to comply with this paragraph 8 shall be considered an Event of Default under the Mortgage.

9. It is agreed that all sums owed under this Note will be paid no later than April 1, 2014 (the "Maturity Date") and the Maturity Date under all the Loan Documents will be deemed April 1, 2014. To the extent the terms, conditions and provisions of this Modification Agreement differ from or are in consistent with the Note, Mortgage and other Loan Documents executed by the Borrower, the terms, conditions and provisions of this Modification shall control and govern.

In all respects, said Note, Mortgage, First Modification, Second Modification and Third Modification shall remain in full force and effect, and the undersigned promises to pay said indebtedness as herein stated and to perform all of the obligations of said Mortgage contract, as herein revised.

Executed, sealed and delivered in triplicate this _____ day of _____ 1999.

AS TO THE TRUST: Bank One Chicago, N.A., F/K/A LaGrange Bank and Trust Company as Trustee under Trust Agreement dated November 10, 1983 and known as Trust No. 7411.

IN WITNESS WHEREOF, _____ not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____ President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary, this _____ day of ____ _____, 1999.

RIDER ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF.

_____
As Trustee as aforesaid and not personally

ATTEST:

_____ _____
Secretary By: President

This document is executed by Bank One Trust Company, N.A., not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the undersigned hereby represents that, to the best of its knowledge, it possesses full power and authority to execute this instrument. Further, this document has been executed solely upon the direction of the beneficiaries of this Trust who have the power to make such direction.

It is expressly understood and agreed that nothing herein shall be construed as creating any liability on the undersigned personally or to perform any covenants either expressed or implied herein. All such liability, if any, is hereby expressly waived by the party whose benefit this instrument is being executed and by every person not or hereafter claiming any right or security hereunder. That by acceptance of this instrument the party for whose benefit this instrument is being executed agrees to look solely to the premises hereby conveyed for the payoff thereof, by the enforcement of the lien hereby created, in the manner herein provided or by action to enforce the personal liability of the guarantor, if any, and not to the Trustee personally, for any liability and obligation created hereby.

Bank One Trust Company, N.A. as Trustee under the aforesaid Trust Agreement has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties, made, granted, extended or asserted whether expressly made or implied by any document to which this exculpation and the Trustee's signature is attached regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to, or for the party whose benefit this instrument is being executed. Further, said Land Trustee hereby represents that, to the best of its knowledge, it does not now have, nor has it ever had, any use, possession, management or control rights or responsibilities with regard to the real property to which title is held by this Land Trust.

Trustee has affixed its exculpatory clause limiting the Trustee's liability under this document, and acceptance of this document by the party for whose benefit this instrument is being executed shall be deemed acceptance of the terms, conditions and provisions of this exculpatory provision.

Bank One Trust Company, N.A.

f/k/a Bank One, Chicago, NA

not personally, but as Trustee under
Trust No. 7411.

Attest: Iliana Grimm
Pro Secretary

By: [illegible]
Client Service Officer

State of Illinois
Cook County

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT the persons whose names are subscribed to the foregoing rider are personally known to me to be the duly authorized officers of Bank One Trust Company, N.A., and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of April, 1999.

"OFFICIAL SEAL"
Mary Ann C. Nichols
Notary Public, State of Illinois
My Commission Expires 10/6/99

Mary Ann C. Nichols
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public, in and for the county and state aforesaid, do hereby certify, that _____, personally known to me to be the _____ of Bank One Chicago, N.A., F/K/A LaGrange Bank and Trust Company as Trustee under Trust Agreement dated November 10, 1983 and known as Trust No. 7411, and _____ the _____ of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the said instrument as the _____ and _____ of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS ___ DAY OF _____, 1999.

_____
Notary Public

My Commission Expires: _____

AS TO THE BORROWER:

By: _____
Rosemary Joyce

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that Rosemary Joyce is the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature: _____

_____
Name (Typed or Printed)

My Commission Expires: _____

AS TO THE LENDER: Mid America Bank, fsb

By: _____ Kenneth Koranda, President

By: _____ Garrett E. Buhle, Director Multi-Family Lending

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Kenneth Koranda, personally known to me to be the President of Mid America Bank, fsb a national banking corporation and Garrett E. Buhle, the Director of Multi-Family Lending of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Director of Multi-Family Lending they signed and delivered the said instrument as the President and Director of Multi-Family Lending of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act; and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 27 DAY OF April, 1999.

Sandra M. Welton
Notary Public

"OFFICIAL SEAL"
SANDRA M. WELTON
Notary Public, State of Illinois
My Commission Expires 5-24-99

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY
KENNETH KORANDA, PRESIDENT
MID AMERICA BANK, fsb
1823 CENTRE POINT CIRCLE, P.O. BOX 3142
NAPERVILLE, ILLINOIS 60566