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TCF BK.  
1420 Kensington Road  
Suite 520  
Oak Brook, Ill. 60521

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**TCF BANK ILLINOIS, INC. SAMUEL ORLICH  
SECOND MORTGAGE MODIFICATION AGREEMENT RECORDER**

This Second Mortgage Modification Agreement ("Agreement") is dated as of February 1, 1994 and is between Highest Properties, an Illinois general partnership ("Mortgagor") and TCF Bank Illinois, a federally chartered stock savings bank, formerly known as TCF Bank Savings, with an office located at 1420 Kensington Road, Oak Brook, Illinois 60521.

**UNDERSTANDINGS**

A. Mortgagor executed a Mortgage in favor of Mortgagee dated as of January 11, 1991 and recorded January 15, 1991 with the Lake County, Indiana Recorder of Deeds as Document No. 91002309, as modified by instrument recorded October 27, 1992 as Document No. 92068098 ("Mortgage") encumbering the real estate legally described on Exhibit A, attached hereto and made a part hereof.

B. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a promissory note in the original principal amount of \$975,000.00 dated January 11, 1991, payable to Mortgagee and executed by Mortgagor ("Note").

C. The principal balance of the Note is due and payable on February 1, 1994. As of the date hereof, the outstanding principal balance due under the Note is \$958,024.37.

D. Mortgagor has requested an additional advance from Mortgagee and wishes to amend the terms and extend the maturity date of the Note, and Mortgagee is willing to do so.

NOW, THEREFORE, in consideration of the Understandings set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The Understandings set forth above are made a part of and incorporated into this Agreement.

2. The first paragraph immediately following the word "Witnesseth:" on page one of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

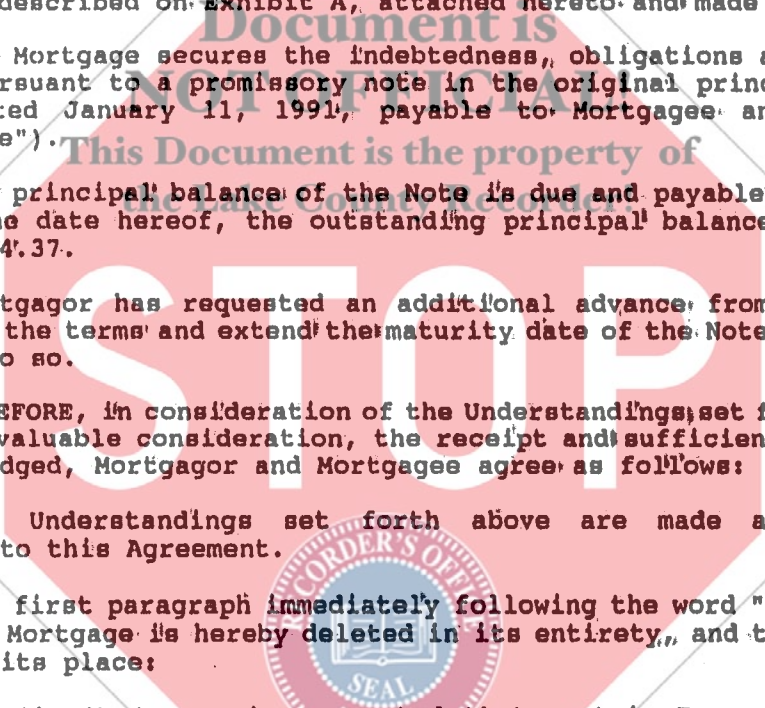
"Whereas, the Mortgagor has executed that certain Renewed and Modified Mortgage Installment Note dated February 1, 1994, payable to the order of the Mortgagee in the principal amount of Nine Hundred Seventy Five Thousand and 00/100 Dollars (\$975,000.00) ("Note"), with interest in arrears on the principal balance remaining from time to time unpaid."

3. The second paragraph immediately following the word "Witnesseth:" on page one of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

"INTEREST shall accrue on the unpaid principal balance of the Note from and after the date thereof, as computed based on a 360 day year for the actual number of days the principal balance is outstanding, at the variable per annum rate of one and one quarter percent (1.25%), in excess of the Index Rate (defined below) changing from time to time ("Interest Rate"). In no event shall the current interest rate under the Note be greater than that allowed by applicable law."

4. The third paragraph immediately following the word "Witnesseth;" on page one of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

Chicago Title Insurance Company



14.00  
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"The term "Index Rate" means the "Wall Street Prime Rate", which is a variable annual rate equal to the highest U.S. "prime" rate of interest set forth in the Wall Street Journal under the heading "Money Rates"."

5. The sixth paragraph immediately following the word "Witnesseth:" on page one of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

"PRINCIPAL AND INTEREST PAYMENTS ("Installment Payments") on the Note shall be due and payable in equal monthly installments of principal in the amount of One thousand four hundred thirty six and 15/100 Dollars (\$1,436.15) plus accrued and unpaid interest beginning on March 1, 1994 and continuing on the first day of each calendar month thereafter until February 1, 1999 ("Maturity Date"), at which time the entire unpaid balance of principal, accrued and unpaid interest, fees and charges due under the Note shall be due and payable in full. Any Installment Payments made under the Note may be applied by Mortgagee in its sole discretion to the Liabilities (defined below) in the order of application as the Mortgagee in its sole discretion shall elect. The Mortgagor shall pay to the Mortgagee a late charge in the amount of five percent (5%) of any Installment Payment of interest or principal, or both, or any other payment which shall become ten (10) or more calendar days past due the applicable payment date. If any payment becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Indiana, the due date shall be extended to the next business day."

6. In all other respects, the Mortgage shall remain unchanged and in full force and effect.

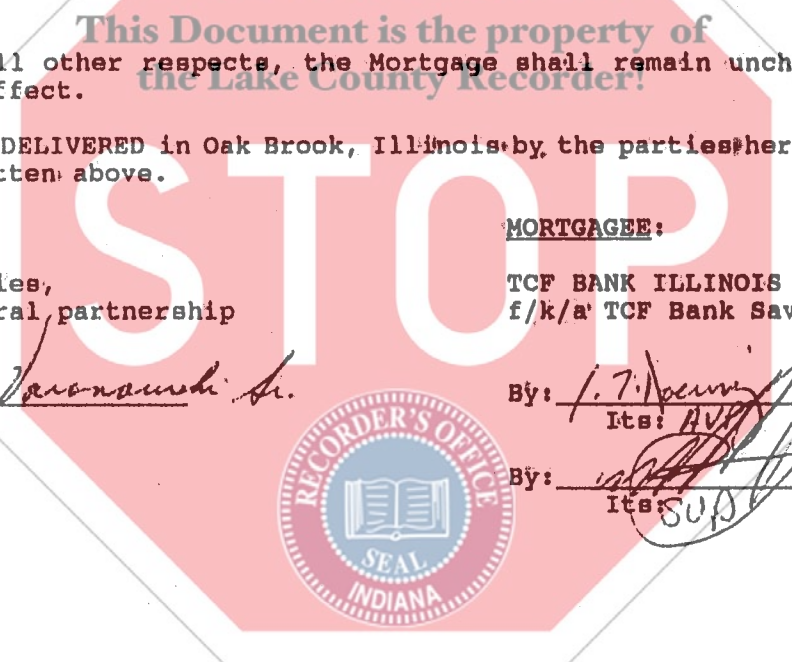
SIGNED AND DELIVERED in Oak Brook, Illinois by the parties hereto as of the day and year written above.

**MORTGAGOR:**  
Highvest Properties,  
an Illinois general partnership

By: Joseph S. Varonawski Sr.  
President

**MORTGAGEE:**  
TCF BANK ILLINOIS fcb  
f/k/a TCF Bank Savings fcb

By: [Signature]  
Its: AVP  
By: [Signature]  
Its: SUP



STATE OF IL )  
COUNTY OF Cook ) SS.

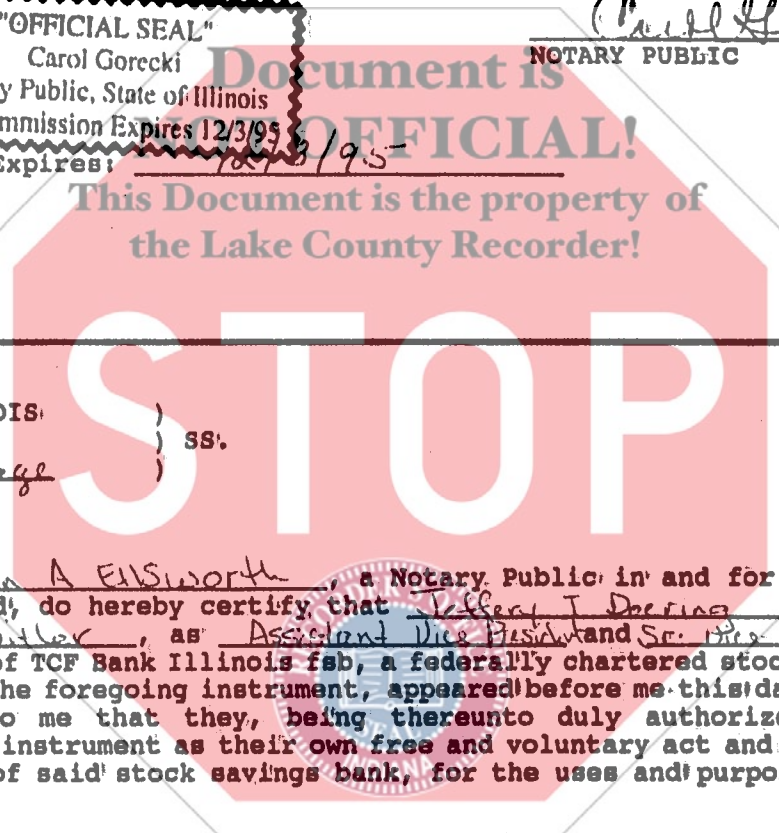
I, Carol Gorecki, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph S. VoronauSKI Sr., personally known to me to be the same person whose name is as President of Highest Properties, an Illinois general partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and notarial this 24th day of February, 1994.

"OFFICIAL SEAL"  
Carol Gorecki  
Notary Public, State of Illinois  
My Commission Expires 12/3/95

Carol Gorecki  
NOTARY PUBLIC

My Commission Expires: 12/3/95



STATE OF ILLINOIS )  
COUNTY OF DeWitt ) SS.

I, Susan A Ellsworth, a Notary Public in and for the County and State aforesaid, do hereby certify that Jeffery J. Deering and Michael E. Spiller, as Assistant Vice President and Sr. Vice President, respectively, of TCF Bank Illinois fsb, a federally chartered stock savings bank, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said stock savings bank, for the uses and purposes therein set forth.

Given under my hand and notarial this 28th day of February, 1994.

"OFFICIAL SEAL"  
Susan A. Ellsworth  
Notary Public, State of Illinois  
My Commission Expires 2/28/95

Susan A. Ellsworth  
NOTARY PUBLIC

My Commission Expires: 2/28/95

EXHIBIT A  
TO  
SECOND MORTGAGE MODIFICATION AGREEMENT  
DATED FEBRUARY 1, 1994

Legal Description

PARCEL 1: THE NORTH 142 FEET OF THE SOUTH 300 FEET OF THE EAST 180 FEET OF THE WEST 400 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.

PARCEL 2: THE NORTH 142.05 FEET OF THE SOUTH 442.05 FEET OF THE EAST 180 FEET OF THE WEST 400 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.

PARCEL 3: THE NORTH 142.05 FEET OF THE SOUTH 584.10 FEET OF THE EAST 180 FEET OF THE WEST 400 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.



Commonly known as: 8821, 8831, 8841 Schneider, Highland, Indiana.

Key Nos.: 27-10-86, 87 and 88

Prepared By:  
Michele L. Von Ebers  
DeHaan & Richter, P.C.  
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After Recording, Return To:  
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