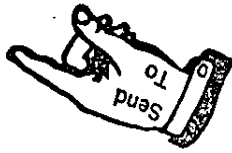


Document prepared by
and after recording to
be returned to:

Beth S. Rubin, Esq.
Schiff Hardin & Waite
6600 Sears Tower
Chicago, IL 60606



1st AMENDED FILE order # CP12638

W 2 of 2

**FOURTH MODIFICATION OF CONSTRUCTION MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT
AND FIXTURE FINANCING STATEMENT**

*10
↓*

THIS FOURTH MODIFICATION OF CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Agreement") is entered into and effective as of the 30th day of October, 2000, by and among **FIRST BANK AND TRUST COMPANY OF ILLINOIS**, not personally, but solely as Trustee under Trust Agreement dated October 21, 1999 and known as Trust No. 10-2351 ("Trust"), **SLB ENTERPRISES, LLC**, an Illinois limited liability company ("**Beneficiary**"; Trust and Beneficiary are sometimes hereinafter referred to collectively as "**Borrower**"), and **FIRST BANK AND TRUST COMPANY OF ILLINOIS** ("**Lender**").

RECITALS

WHEREAS, pursuant to that certain Construction Loan Agreement dated November 2, 1999 between Beneficiary and Lender (as amended from time to time, the "**Loan Agreement**"), Borrower executed and delivered to Lender that certain Revolving Note dated November 2, 1999 in the original principal amount of Four Million Two Hundred Thousand and No/100 Dollars (\$4,200,000.00) (together with all renewals, amendments, supplements, restatements, extensions and modifications thereof and thereto, the "**Note**"). The Note is secured by, among other things, a Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated November 2, 1999 by Borrower in favor of Lender (the "**Mortgage**"), on real estate located in the City of Arlington Heights, Cook County, Illinois and as legally described in the Mortgage (the "**Premises**"), which was recorded with the Recorder of Deeds of Cook County, Illinois (the "**Recorder**"), on November 9, 1999 as Document No. 09052575, and which was modified by that certain First Modification of Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated May 15, 2000, between Borrower and Lender (the "**First Modification**"), and recorded with the Recorder on May 19, 2000 as Document No. 00363311, and by that certain Second Modification of Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated May 18, 2000, between Borrower and Lender (the "**Second Modification**"), and recorded with the Recorder on May 19, 2000 as Document No. 00363313,

and by that certain Third Modification of Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated May 24, 2000, between Borrower and Lender (the "**Third Modification**"), and recorded with the Recorder on June 6, 2000 as Document No. 00411271 (the Mortgage, as amended by the First Modification, the Second Modification and the Third Modification, is hereinafter referred to as the "**Mortgage**"), and certain other documents related thereto (the Loan Agreement, the Note, the Mortgage and all other documents related thereto are sometimes hereinafter collectively referred to as the "**Loan Documents**"); and

WHEREAS, Borrower now desires to modify the Mortgage; and

WHEREAS, Lender, the legal owner of the Note and of the liens securing the same, at the request of Borrower has agreed to modify the Mortgage as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender hereby agree to modify and renew the Mortgage as follows:

1. Intentionally omitted.
2. Renewal of Liens. Borrower and Lender hereby renew the lien of the Mortgage against all of the property encumbered thereby and described therein until all amounts evidenced by the Note and/or due under the Loan Documents have been fully paid. Borrower agrees that such renewal shall in no manner affect or impair the Note or the liens securing the same and that said liens shall not in any manner be waived.
3. Representations and Warranties.
 - a. Financial Statements. Beneficiary represents and warrants that all financial statements of Beneficiary heretofore delivered to Lender are true and correct representations of the financial condition of Borrower as of the date thereof, and there has been no material adverse change thereto except as indicated by financial statements subsequently delivered to Lender.
 - b. Violation of Laws. To the best of Borrower's knowledge, Borrower is not in violation of any laws (including, without limitation, environmental laws and regulations) which could have any effect whatsoever upon the validity, performance or enforceability of any of the terms, covenants and conditions of the Note, the other Loan Documents, this Agreement, or any instrument executed in connection herewith or therewith. As used in this Agreement, the term "laws" shall include any and all laws, statutes, ordinances rules, regulations, orders, writs, injunctions and decrees.

- c. Taxes. Borrower has paid any and all federal, state, local and other taxes, assessments, fees and other governmental charges imposed upon Borrower or Borrower's assets which are due and payable.
 - d. Disclosure of Adverse Facts. Beneficiary represents and warrants that there are no material adverse facts or conditions relating to the finances and business of Beneficiary which have not been related in writing to Lender.
 - e. Lawful Authority. Beneficiary possesses all necessary and lawful authority and power to carry on its business and comply with the terms, covenants and conditions of the Note, the other Loan Documents, this Agreement, and any other instrument executed in connection herewith or therewith.
 - f. No Defaults, Offsets, etc. Trust represents, and Beneficiary represents and warrants, that: (i) there are no events or circumstances currently existing which constitute a default under any of the Loan Documents or which would, upon the giving of notice and expiration of any applicable cure period, constitute a default under any of the Loan Documents; and (ii) there are no offsets, counterclaims or defenses with respect to the Note.
 - g. Note Valid. Borrower represents that the Note is a valid and binding promise to pay in accordance with the terms contained therein, and as modified herein, and that the Mortgage represents a valid first lien against the property securing the Note and enforceable in accordance with its terms and provisions, subject to bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization and other similar laws affecting creditor's right generally and to the exercise of judicial discretion in accordance with equitable principles.
4. Additional Property. The Mortgage is modified to change the legal description of the Premises as set forth on Exhibit A to the Mortgage to the legal description as set forth on **Exhibit A** attached hereto. Any and all references to the "Premises" in the Mortgage shall hereinafter mean and refer to the "Premises" as modified by this Agreement. Any and all references to Exhibit A in the Mortgage shall hereinafter mean and refer to **Exhibit A** attached hereto.
 5. Increase of Maximum Principal Amount of Note. The Mortgage is modified to increase the maximum principal amount of the Note from Four Million Two Hundred Thousand and No/100 Dollars (\$4,200,000.00) to Four Million Seven Hundred Thousand and No/100 Dollars (\$4,700,000.00). Any and references to the maximum principal amount of the Note being "Four Million Two Hundred Thousand and No/100 Dollars (\$4,200,000.00)" contained in the Mortgage are hereby deleted and replaced with "Four Million Seven Hundred Thousand and No/100 Dollars (\$4,700,00.00)".
 6. Default. Any default under or breach of the terms and provisions of this Agreement shall also constitute a default under the Note and the other Loan Documents, as modified hereby, and any other security instrument executed in connection therewith or herewith.

7. Continuing Effect; Ratification. Except as expressly modified herein, Borrower expressly ratifies the terms and provisions of the Mortgage and the other Loan Documents and acknowledges and agrees that such terms and provisions shall continue in full force and effect and shall be binding on Borrower and Borrower's successors and assigns.
8. Costs and Expenses. Borrower shall pay any and all costs and expenses, including, without limitation, attorneys' fees and title charges, incurred by Lender in connection with or arising as a result of this Agreement.
9. Final Agreement. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
10. Conflicts. In the event of any conflict between the terms of this Agreement and the Mortgage or the other Loan Documents, the terms of this Agreement shall control.
11. Trust Exculpation. This Fourth Modification of Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally, but solely as Trustee under and pursuant to the Trust Agreement as aforesaid, and Trustee does not obligate itself hereunder, anything herein to the contrary notwithstanding, to the performance of any terms, conditions and representations made and contained in this Agreement, it being specifically understood by any and all parties dealing with this Agreement that Trustee has affixed its signature hereto as such trustee by direction on behalf of Beneficiary without any intention of binding all agreements, conditions and representations are made solely upon the direction of Beneficiary, and no personal liability shall be asserted to be enforceable against Trustee by reason hereof or thereof, all such personal liability, if any, being hereby expressly waived and released.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

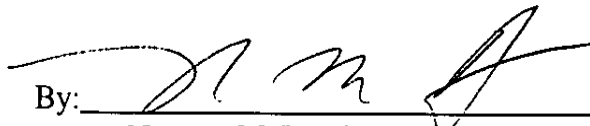
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BORROWER:

FIRST BANK AND TRUST COMPANY OF ILLINOIS (formerly known as First Bank and Trust Co., Palatine, Illinois), as Trustee under Trust Agreement 10-2351 and not individually

By: _____
Assistant Trust Officer

SLB ENTERPRISES, LLC, an Illinois limited liability company

By: 
Norman M. Hassinger, Member

LENDER:

FIRST BANK AND TRUST COMPANY OF ILLINOIS

By: _____
Michael C. Winter, President

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BORROWER:

FIRST BANK AND TRUST COMPANY OF ILLINOIS (formerly known as First Bank and Trust Co., Palatine, Illinois), as Trustee under Trust Agreement 10-2351 and not individually

By: 
Assistant Trust Officer

SLB ENTERPRISES, LLC, an Illinois limited liability company

By: _____
Norman M. Hassinger, Member

LENDER:

FIRST BANK AND TRUST COMPANY OF ILLINOIS

By: 
Michael C. Winter, President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

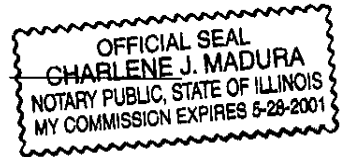
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charlene Madura, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Winter, Assistant Trust Officer of First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Trust Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the Assistant Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to such instrument as his own free and voluntary of said Company, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of October, 2000.

Charlene Madura
Notary Public

My commission expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, *Kelli R Winsky*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Norman M. Hassinger, personally known to me to be a Member of SLB ENTERPRISES, LLC, an Illinois limited liability company, is 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 free and voluntary act as aforesaid, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of October, 2000.



Kelli R Winsky
Notary Public

My commission expires: 9-21-01

Property of Cook County Clerk's Office

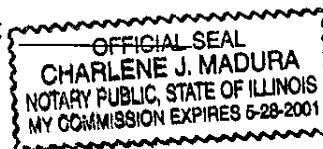
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Charlene J. Madura, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael C. Winter, personally known to me to be the President of FIRST BANK AND TRUST COMPANY OF ILLINOIS, is 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 free and voluntary act as aforesaid, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of October, 2000.

Charlene J. Madura
Notary Public

My commission expires:



Property of Cook County Clerk's Office

EXHIBIT A

LEGAL DESCRIPTION

LOT 7 IN HARRY J. ECKHARDT'S ARLINGTON ACRES, BEING A SUBDIVISION OF THE EAST 1/2 (EXCEPT THE SOUTH 1938 FEET THEREOF) OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THAT PART LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 7 BEING 20 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 7, TO A POINT ON THE NORTH LINE OF SAID LOT, BEING 25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7) ALL IN COOK COUNTY, ILLINOIS.

LOTS 8, 9, 10, 11, 12 AND THE SOUTH 1/2 OF LOT 6 IN HARRY J. ECKHARDT'S ARLINGTON ACRES, BEING A SUBDIVISION OF THE EAST 1/2 (EXCEPT THE SOUTH 1938 FEET THEREOF) OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1945 AS DOCUMENT NO. 13525264, IN COOK COUNTY, ILLINOIS.

PIN: 03-17-101-002
03-17-101-003
03-17-101-004
03-17-101-005
03-17-101-006
03-17-101-007
03-17-101-017

ADDRESS: 205 East Hintz Road
2603 North Arlington Heights Road
2609 North Arlington Heights Road
2615 North Arlington Heights Road
2621 North Arlington Heights Road
2627 North Arlington Heights Road
Arlington Heights, Illinois