

LHYNES # 79-43-956-D1

Subject Property:

3631-65 Commercial Drive
Northbrook, Illinois

PIN Nos.: 04-06-203-002,
04-06-203-003, and
04-06-203-004

Prepared By and MAIL TO:

JOHN J. TURNER, Esq.
527 South Wells Street,
Chicago, IL 60637

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Cook County Recorder 50.00



FIRST MODIFICATION OF LOAN DOCUMENTS

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This First Modification of Loan Documents ("**Agreement**"), dated April 15, 2002 and deemed effective as of August 31, 2001 (the "**Effective Date**"), is by and among **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("**Lender**"), and the following obligors (singly and collectively, "**Borrower**"), not individually but each solely in its capacity as a trustee (singly, a "**Trustee**" and collectively the "**Trustees**") under its following designated Trust Agreement, Testamentary Trust or Trust Declaration, as the case may be (the "**Trusts**"):

Selim N. Tideman, Jr., as Trustee under the Selim N. Tideman Trust dated June 28, 1983; Jane E. McPherson, David E. McPherson and Virginia A. Knoll, each as a co-Trustee of Trust B under the Will of David C. McPherson; Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978 (the aforesaid Trustees being sometimes referred to hereinafter as the "**Estate Trustees**", and the aforesaid Trusts being sometimes referred to hereinafter as the "**Estate Trusts**"); and LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement No. 32633 dated January 29, 1974 (such Trustee being sometimes referred to hereinafter as the "**Land Trustee**", and its Trust Agreement being sometimes referred to hereinafter as the "**Land Trust**"), with the Estate Trustees being the owners and holders of the beneficial interest and power of direction (collectively, the "**Beneficial Interest**") under the Land Trust.

Recitals:

A. Lender has made a loan to Borrower in the principal amount of \$850,000.00 (the "**Loan**"), as evidenced by Borrower's Promissory Note to Lender in like amount dated August 31, 2001 (the "**Note**").

B. The Note and Loan are secured by, among other things, the following documents, each dated the date of the Note and executed and delivered by Borrower (unless otherwise indicated) to and in favor of Lender: (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, as recorded with the Cook County Recorder of Deeds on September 7, 2001 as Document No. 0010830745 (the "**Mortgage**"), which encumbers the real property and all improvements thereon legally described in attached Exhibit A (the "**Premises**"); (ii) that certain Assignment of Rents and Leases, as recorded with said Recorder on September 7, 2001 as Document No. 0010830746 (the "**Assignment of Leases**"); (iii) that certain Environmental Indemnity Agreement (the "**Indemnity Agreement**"); and (iv) that certain Collateral Assignment and Security Agreement (the "**ABI**") from the Estate Trustees and pertaining to the aforesaid Beneficial Interest. The Note, the aforesaid documents and certain other documents evidencing and securing the Loan, in their original form and as amended, are collectively referred to hereinafter as the "**Loan Documents**".

C. Lender and Borrower have agreed that the Loan Documents should be modified so as to clarify or revise certain existing provisions thereof, and incorporate certain additional provisions therein.

Agreements

Therefore, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. The foregoing Recitals are hereby restated; the Loan Documents are hereby incorporated herein by reference.
2. The Mortgage is hereby modified as follows:
 - (a) the granting clauses thereof shall be deemed to additionally cover and include, where appropriate, the following items: **payment intangibles, healthcare insurance receivables, investment property, and the aforesaid Beneficial Interest under the Land Trust;**
 - (b) with respect to Mortgage Paragraph 6c pertaining to adjustment of insured losses, the "Threshold" described therein shall be deemed to be fixed at \$200,000, rather than \$500,000.
 - (c) with respect to Mortgage Paragraph 14a pertaining to "Prohibited Transfers", any transfers by any of the Estate Trustees for estate planning purposes shall not be deemed included therein.
 - (d) with respect to Mortgage Paragraph 15 pertaining to a "Single Asset Entity", the same is hereby deemed deleted.
 - (e) with respect to Mortgage Paragraph 30 pertaining to Financial Statements, clause (ii) thereof shall be deemed deleted except with respect to the required delivery of an operating budget.

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3. With respect to Section II E of the ABI pertaining to "other indebtedness", the same is hereby deemed deleted.

4. With respect to that section or paragraph in each of the Loan Documents (except the ABI) which is captioned "Exculpation of Trustees", the provisions thereof are hereby deemed deleted, with the following provisions being substituted in lieu thereof:

The Loan is a non-recourse obligation. Notwithstanding anything to the contrary otherwise contained in this instrument, but without in any way releasing, impairing or otherwise affecting this instrument or any of the Loan Documents or the validity thereof or hereof, or the lien or security interest thereby or hereby created, it is agreed that Lender's/Mortgagee's/Assignee's source of satisfaction of the Loan and the indebtedness thereunder and of the other obligations of Borrower/Mortgagor/Assignor hereunder and under the Loan Documents is limited to (a) the Premises/Property and the proceeds thereof, (b) the rents, income, issues, proceeds, and profits arising out of the Premises/Property, or realized hereunder or under the Loan Documents, and (c) any personal property in which a security interest has been granted to Lender/Mortgagee/Assignee, including the Estate Trustees' Beneficial Interest as pledged under the ABI; provided, however, that nothing herein contained shall be deemed to be a release or impairment of the Loan and the indebtedness thereunder or the security therefor intended hereby or by the Loan Documents, or be deemed to preclude Lender/Mortgagee/Assignee from foreclosing hereunder or under the Loan Documents or from enforcing any of its rights or remedies in law or in equity thereunder or hereunder, or in any way or manner affecting its rights and privileges thereunder or hereunder.

5. The Estate Trustees' affiliate, Northbrook Venture, an Illinois general partnership (the "Partnership"), is hereby deemed to be an additional prime and joint and several obligor under the Loan and the Loan Documents, and, by its written "Joinder" hereto, shall be deemed to, and does hereby and thereby, undertake the payment and performance of the indebtedness and obligations of, and as co-obligor and not in substitution for, the Estate Trustees under the Loan and the Loan Documents.

6. Each of the Loan Documents is hereby deemed modified to the extent necessary to reflect or conform to the foregoing provisions.

7. Borrower hereby represents, covenants and warrants to Lender that as of the date of its execution hereof: (a) the representations and warranties in the Loan Documents are true and correct; (b) there is no Event of Default under the Loan Documents and Borrower does not know of any event or circumstance which, with the giving of notice and/or the passage of time, would constitute an Event of Default; (c) the Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity; (d) there has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial

statement received by Lender; and (e) Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

8. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK, AND
THE NEXT PAGE IS THE SIGNATURE PAGE**

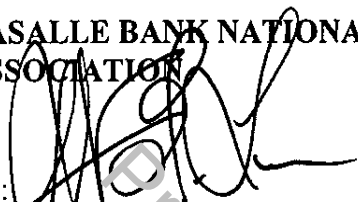
Property of Cook County Clerk's Office

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

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Staff Lt. Lossel
Title: 1st Lt

BORROWER:


SELIM N. TIDEMAN, JR.,
not personally but as Trustee as aforesaid

DAVID E. MCPHERSON,
not personally but as Trustee as aforesaid

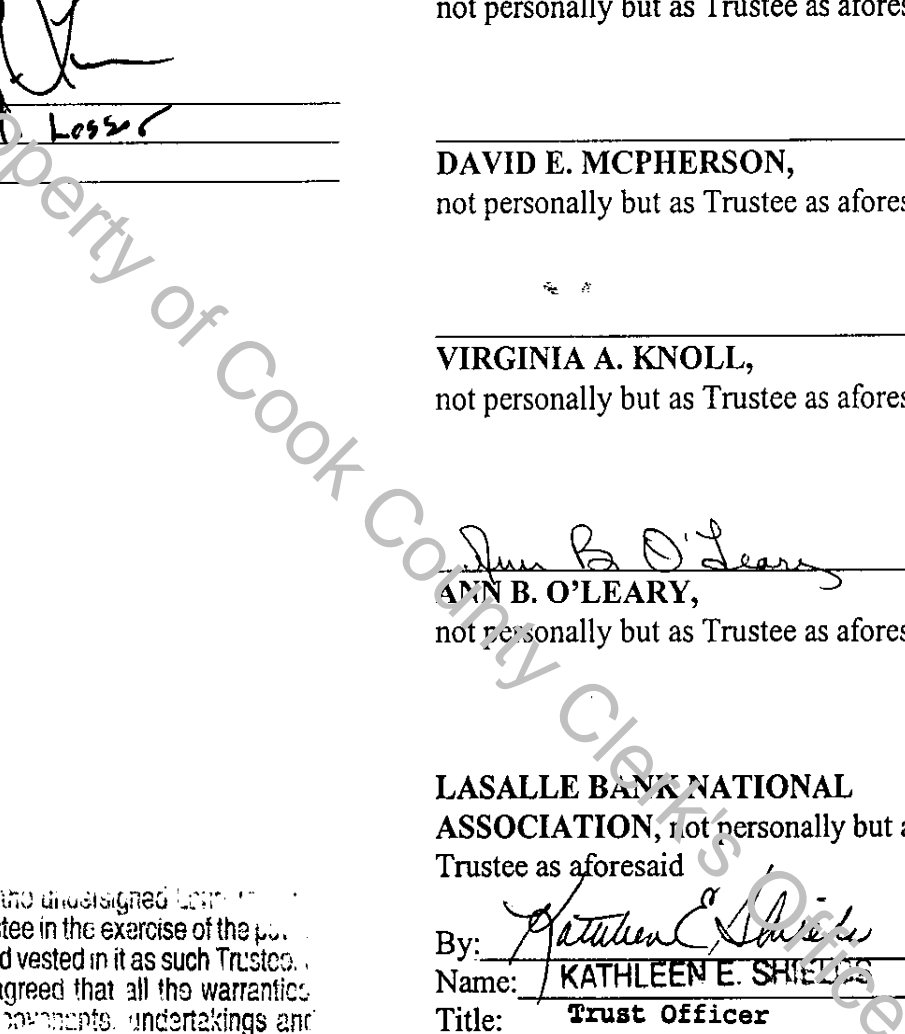
VIRGINIA A. KNOLL,
not personally but as Trustee as aforesaid

Ann B. O'Leary
ANN B. O'LEARY,
not personally but as Trustee as aforesaid

LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee as aforesaid

By: 
Name: KATHLEEN E. SHIELDS
Title: Trust Officer

This instrument is executed by the undersigned Lender not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, covenants, representations, commitments, undertakings and agreements herein made on behalf of the Trustee are not undertaken by it as a natural person. No liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Lender in this instrument.



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LBNA – Tideman First Mod v3

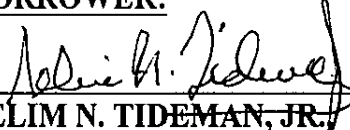
IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

**LASALLE BANK NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

BORROWER:



SELIM N. TIDEMAN, JR.
not personally but as Trustee as aforesaid

DAVID E. MCPHERSON,
not personally but as Trustee as aforesaid

VIRGINIA A. KNOLL,
not personally but as Trustee as aforesaid

ANN B. O'LEARY,
not personally but as Trustee as aforesaid

**LASALLE BANK NATIONAL
ASSOCIATION, not personally but as
Trustee as aforesaid**

By: _____
Name: _____
Title: _____

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LBN A - Tideman First Mod v3

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

LENDER:

**LASALLE BANK NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

BORROWER:

SELIM N. TIDEMAN, JR.,
not personally but as Trustee as aforesaid

David E. McPherson
DAVID E. MCPHERSON,
not personally but as Trustee as aforesaid

VIRGINIA A. KNOLL,
not personally but as Trustee as aforesaid

ANN B. O'LEARY,
not personally but as Trustee as aforesaid

**LASALLE BANK NATIONAL
ASSOCIATION,** not personally but as
Trustee as aforesaid

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

BORROWER:

SELIM N. TIDEMAN, JR.,
not personally but as Trustee as aforesaid

DAVID E. MCPHERSON,
not personally but as Trustee as aforesaid

Virginia A. Knoll

VIRGINIA A. KNOLL,
not personally but as Trustee as aforesaid

ANN B. O'LEARY,
not personally but as Trustee as aforesaid

LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee as aforesaid

By: _____
Name: _____
Title: _____

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JOINDER

The undersigned hereby joins in the execution and delivery of the foregoing First Modification of Loan Documents as of the date thereof, and acknowledges its personal, prime and joint and several undertaking under foregoing Paragraph 5 as to the obligations and indebtedness of the aforesaid Estate Trustees with respect to the aforesaid Loan and Loan Documents, effective as of the aforesaid Effective Date.

NORTHBROOK VENTURE,
an Illinois general partnership

By: [Signature]

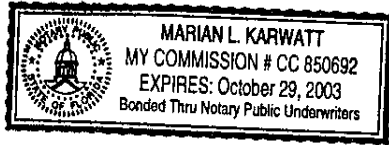
Its: PARTNER

STATE OF ILLINOIS ~~ILLINOIS~~ FLORIDA

COUNTY OF ~~COOK~~ PALM BEACH

I Marian L. Karwatt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Selim N. Tideman, the general partner of NORTHBROOK VENTURE, an Illinois general partnership, who is 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 said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of May, 2002.



[Signature]
Notary Public

My Commission Expires: _____

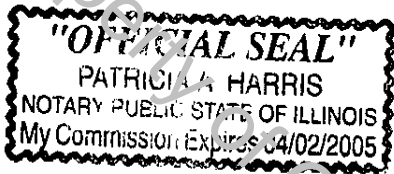
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STATE OF ILLINOIS

COUNTY OF COOK

I Patricia A. Harris, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Lesser, 1st Vice Pres of LaSalle Bank National Association, a national banking association, who is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of July, 2002.



Patricia A. Harris
Notary Public

My Commission Expires: 4/2/05

STATE OF ILLINOIS

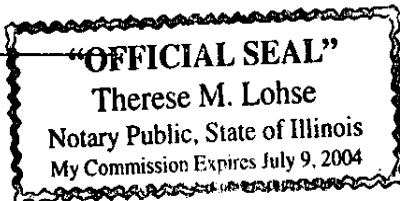
COUNTY OF COOK

I **Therese M. Lohse**, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KATHLEEN E. SHIELDS, Trust Officer of LaSalle Bank National Association as **Trustee as aforesaid**, who is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of October, 2002.

Therese M. Lohse
Notary Public

My Commission Expires: _____



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LBNA - Tideman First Mod v3

STATE OF ~~ILLINOIS~~ FLORIDA

COUNTY OF ~~COOK~~ PALM BEACH

I Marian L. Karwatt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **SELIM N. TIDEMAN, JR.**, not personally but as Trustee as aforesaid, who is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of May, 2002.



Marian L. Karwatt
Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **DAVID E. MCPHERSON**, not personally but as Trustee as aforesaid, who is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

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LBNA - Tideman First Mod v3

STATE OF ILLINOIS

COUNTY OF COOK

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SELIM N. TIDEMAN, JR., not personally but as Trustee as aforesaid, who is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

STATE OF Ill

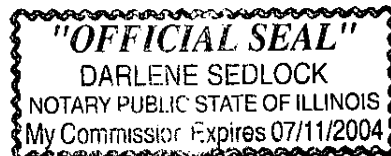
COUNTY OF Cook

I Darlene Sedlock, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID E. MCPHERSON, not personally but as Trustee as aforesaid, who is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13 day of May, 2002.

Darlene Sedlock
Notary Public

My Commission Expires: 7-11-2004



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LBNA - Tideman First Mod v3

STATE OF OHIO

COUNTY OF Summit

I Thomas G. Knoll, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **VIRGINIA A. KNOLL**, not personally but as Trustee as aforesaid, who is 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 she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of May, 2002.

Thomas G. Knoll
Notary Public



My Commission Expires: _____

STATE OF ILLINOIS

COUNTY OF COOK

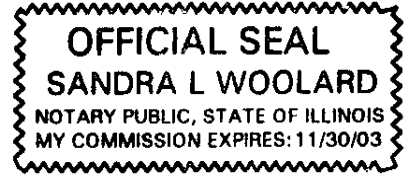
THOMAS G. KNOLL, Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration
Date. Section 147.03 P.C.

I Sandra L Woolard, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ANN B. O'LEARY** not personally but as Trustee as aforesaid, who is 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 she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of May, 2002.

Sandra L Woolard
Notary Public

My Commission Expires: _____



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COOK COUNTY CLERK
JANUARY 1, 1831
JANUARY 1, 1831
JANUARY 1, 1831

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STREET ADDRESS: 3631-3635 COMMERCIAL AVENUE

CITY: NORTHBROOK

COUNTY: COOK

TAX NUMBER: 04-06-203-002-0000 04-06-203-003-0000

LEGAL DESCRIPTION: AND 04-06-203-004-0000

LOTS 18, 19 AND 20 IN NORTHBROOK EDENS INDUSTRIAL PARK SUBDIVISION UNIT NO. 4, SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

Property of Cook County Clerk's Office

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