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Cook County Recorder 58.50

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60603



PERMANENT TAX INDEX NUMBER:

09-26-423-001

PROPERTY ADDRESS:

142-148 North Northwest Highway
119-123 North Meacham
Park Ridge, Illinois 60068

FIRST AMENDMENT TO LOAN DOCUMENTS

This FIRST AMENDMENT TO LOAN DOCUMENTS dated as of October 1, 2002 (the "First Amendment"), is executed by and among COLE TAYLOR BANK, an Illinois banking corporation, whose address is 111 West Washington Street, Suite 650, Chicago, Illinois 60602, not personally, but solely as Trustee (the "Mortgagor") under a Trust Agreement dated September 1, 1995 and known as Trust No. 95-6348 (the "Trust Agreement"), MICHAEL D. AUFRECHT, INDIVIDUALLY, AND AS TRUSTEE OF THE MICHAEL D. AUFRECHT DECLARATION OF TRUST DATED JULY 1, 1991 (collectively, "Aufrecht"), whose address is c/o B&A Associates LLC, 1261 Wiley Road, Unit L, Schaumburg, Illinois 60173, MICHAEL V. BARRY ("Michael Barry"), whose address is c/o B&A Associates LLC, 1261 Wiley Road, Unit L, Schaumburg, Illinois 60173), and DONAL P. BARRY ("Donal Barry"; Aufrecht Michael Barry and Donal Barry each being referred to herein as a "Beneficiary", and collectively referred to herein as the "Beneficiaries"; the Mortgagor and the Beneficiaries being collectively referred to herein as the "Borrower"), whose address is c/o BJB Partners, LLC, 324 West Touhy, Park Ridge, Illinois 60068, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, successor by merger to LaSalle Cragin Bank, FSB (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Attention: Metropolitan Real Estate.

RECITALS:

A. The Lender made a mortgage loan (the "Loan") to the Mortgagor and the Beneficiaries, evidenced by that certain Installment Note dated September 6, 1995 in the original principal amount of Four Hundred Five Thousand and 00/100 Dollars (\$405,000.00), jointly and

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severally executed by the Mortgagor and the Beneficiaries and made payable to the order of the Lender (the "Note").

B. The Note is secured by, among other things, the following documents (together with any and all other documents evidencing or securing the Loan being collectively referred to herein as the "Loan Documents"):

(i) Mortgage, Security Agreement and Financing Statement dated as of September 6, 1995, jointly and severally executed by the Mortgagor and the Beneficiaries to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 27, 1995 as Document Number 95655157 (the "Mortgage"), which Mortgage encumbers the real property and improvement thereon legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");

(ii) Assignment of Rents and Leases dated as of September 6, 1995, jointly and severally executed by the Mortgagor and the Beneficiaries to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 27, 1995 as Document Number 95655158 (the "Assignment of Rents"), which Assignment of Rents encumbers the Premises;

(iii) Collateral Assignment and Security Agreement dated as of September 6, 1995, jointly and severally executed by the Beneficiaries to and for the benefit of the Lender, and accepted by the Mortgagor (the "Collateral Assignment");

(iv) Loan Affidavit dated as of September 6, 1995, jointly and severally executed by the Beneficiaries to and for the benefit of the Lender (the "Loan Affidavit"); and

(v) Environmental Indemnity Agreement dated as of September 6, 1995, jointly and severally executed by the Beneficiaries to and for the benefit of the Lender (the "Environmental Indemnity"); and

(vi) Guaranty Agreement dated as of September 6, 1995, jointly and severally executed by the Beneficiaries to and for the benefit of the Lender (the "Guaranty").

C. The Mortgagor and the Beneficiaries have requested that the Lender modify and amend the Loan Documents to provide for an increase in the principal amount of the Loan, a modification of the interest rate and repayment provisions of the Loan and an extension of the maturity date of the Loan, and the Lender has agreed to such an increase in the Loan, modification of the interest rate and repayment provisions of the Loan and an extension of the maturity date of the Loan, provided the Mortgagor and the Beneficiaries comply with the terms and conditions of this First Modification.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this First Amendment shall have the meanings assigned thereto in the Loan Documents.
3. Extension of Maturity. The maturity date of the Loan evidenced by the Note is hereby extended from October 1, 2002 to October 1, 2007 (the "Maturity Date"), and all of the Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "October 1, 2002" is hereby changed to "October 1, 2007" each time it appears in the Loan Documents, including, without limitation, the Note and the Mortgage.
4. Increase in Principal Amount of Loan. The principal balance of the Loan evidenced by the Note, of which the principal amount of Three Hundred Fifty Seven Thousand Two Hundred Eighty Six and 07/100 Dollars (\$357,286.07) remains outstanding as of the date hereof, is hereby increased to the principal amount of THREE HUNDRED SIXTY FIVE THOUSAND and 00/100 DOLLARS (\$365,000.00). Without limitation on the generality of the foregoing, all references to the principal amount of the Loan as "Four Hundred Five Thousand and 00/100 Dollars (\$405,000.00)" are hereby changed to "Three Hundred Sixty Five Thousand and 00/100 Dollars (\$365,000.00)" each time it appears in the Loan Documents, including, without limitation, the Note and the Mortgage.
5. Modification of Interest Rate. From and after the date hereof, the rate at which the Loan shall accrue interest is hereby changed from a fixed per annum rate of interest equal to seven and eighty eight one-hundredths percent (7.88%) to the Borrower's option from time to time of (i) the greater of (A) four and fifteen one-hundredths percent (4.15%) per annum, and (ii) a floating per annum rate of interest (the "Floating Rate") equal to the Prime Rate (as hereinafter defined), or (ii) the greater of (A) four and fifteen one-hundredths percent (4.15%) per annum, or (B) a per annum rate of interest equal to "LIBOR" (as hereinafter defined) for the relevant "Interest Period" (as hereinafter defined), plus two and one-tenth percent (2.10%) (the "LIBOR Interest Rate"), which LIBOR Interest Rate shall remain fixed during such Interest Period. After the occurrence of any Event of Default under the Note, the Mortgage or any of the other Loan Documents or maturity, until paid, the outstanding principal amount of the Loan, as evidenced by the Note shall bear interest at a per annum rate of interest (the "Default Rate") equal to the greater from time to time of (i) the LIBOR Interest Rate plus three percent (3.00%), or (ii) the Floating Rate plus three percent (3.00%), and shall be payable upon demand from the Lender. The interest rate on the Loan shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed.

As used herein, the term "Prime Rate" shall mean the floating per annum rate of interest which at any time, and from time to time, shall be then most recently announced by the Lender as its Prime Rate, which is not intended to be the Lender's lowest or most favorable rate of interest at any one time. The effective date of any change in the Floating Rate shall for purposes hereof be the date the Prime Rate is changed by the Lender. The Lender shall not be obligated to give notice of any change in the Prime Rate. All or any portion of the outstanding principal of the Note bearing interest at the Floating Rate (each, a "Prime Loan") may be prepaid in whole or in part, together with all accrued interest thereon to the date of such prepayment, at any time without premium or penalty.

As used herein, "LIBOR" shall mean a rate of interest equal to (a) the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the relevant portion of the outstanding principal balance of the Second Restated Note which will bear interest at the LIBOR Interest Rate (each, a "LIBOR Loan") and for a period equal to the relevant Interest Period are offered in the London Interbank Eurodollar market at 8:00 a.m. Chicago, Illinois time two Business Days (as hereinafter defined) prior to the commencement of such Interest Period (provided that on such Business Day, banks are open in London, England and dealing in offshore United States dollars), as displayed in the *Bloomberg Financial Markets* system (or other authoritative source selected by the Lender in its sole discretion), divided by (b) a percentage equal to 100% minus the then stated maximum rate of all reserve requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves required by applicable law) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency funding or liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D), or as LIBOR is otherwise determined by the Lender in its sole and absolute discretion. The Lender's determination of LIBOR shall be conclusive, absent manifest error. Each LIBOR Loan must be in the minimum amount of the then outstanding principal balance of the Loan. The Borrower may have no more than one (1) LIBOR Loan outstanding at any one time. The principal balance of any LIBOR Loan may not be prepaid in whole or in part at any time, except for the purpose of making the monthly principal payments required herein. If, for any reason other than making the monthly principal payment required hereunder, any LIBOR Loan is paid prior to the last Business Day of its then-current Interest Period, the Borrower agrees to indemnify the Lender against any loss (including any loss on redeployment of the funds repaid), cost or expense incurred by the Lender as a result of such prepayment.

As used herein, "Interest Period" shall mean, with regard to any LIBOR Loan, successive one or two month periods provided, however, that: (i) each Interest Period occurring after the initial Interest Period of a LIBOR Loan shall commence on the expiration day of the preceding Interest Period, provided, however, that the first day of each succeeding Interest Period must be a Business Day and a day on which banks are open in London, England and dealing in offshore United States dollars, (ii) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, provided, however, that if such extension would cause the last day of such Interest Period to occur in the next following calendar month, then the last day of such Interest Period shall occur on the immediately preceding Business Day; (iii) whenever the

first day of any Interest Period occurs on a day of a month for which there is no numerically corresponding day in the calendar month in which such Interest Period terminates, such Interest Period shall end on the last Business Day of such calendar month; and (iv) the final Interest Period must be such that its expiration occurs on or before the Maturity Date. If the Borrower shall request, in writing, that the Loan shall bear interest as a LIBOR Loan, the initial Interest Period shall commence as of the date hereof. Thereafter, unless the Borrower shall otherwise irrevocably request, in writing, the conversion of all or a portion of the Loan to a Prime Loan, as provided above, the then outstanding principal balance of the Loan shall automatically renew for the same Interest Period at the then current LIBOR Interest Rate. The Borrower may not elect a LIBOR Loan and an Interest Period for a LIBOR Loan shall not automatically renew with respect to any principal amount which is scheduled to be repaid before the last day of the applicable Interest Period, and any such amounts shall bear interest at the Floating Rate, until repaid.

As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois.

If the Lender determines in good faith (which determination shall be conclusive, absent manifest error) prior to the commencement of any Interest Period that (i) United States dollar deposits of sufficient amount and maturity for funding any LIBOR Loan are not available to the Lender in the London Interbank Eurodollar market in the ordinary course of business, or (ii) by reason of circumstances affecting the London Interbank Eurodollar market, adequate and fair means do not exist for ascertaining the rate of interest to be applicable to the relevant LIBOR Loan, the Lender shall promptly notify the Borrower thereof and, so long as the foregoing conditions continue, advances under the Note may not be advanced as a LIBOR Loan thereafter. At the Borrower's option, each existing LIBOR Loan shall be immediately (i) converted to a Prime Loan on the last Business Day of the then existing Interest Period, or (ii) due and payable on the last Business Day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

In addition, if after the date hereof, the introduction of, or any change in any applicable law, treaty, rule, regulation or guideline or in the interpretation or administration thereof by any governmental authority or any central bank or other fiscal, monetary or other authority having jurisdiction over the Lender or its lending office (a "Regulatory Change") shall, in the reasonable determination of the Lender, make it unlawful for the Lender to make or maintain the LIBOR Loans, then the Lender shall promptly notify the Borrower and advances under the Note may not be advanced as a LIBOR Loan thereafter. At the Borrower's option, each existing LIBOR Loan shall be immediately (i) converted to a Prime Loan on the last Business Day of the then existing Interest Period or on such earlier date as required by law, or (ii) due and payable on the last Business Day of the then existing Interest Period or on such earlier date as required by law, all without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

If any Regulatory Change (whether or not having the force of law) shall (a) impose, modify or deem applicable any assessment, reserve, special deposit or similar requirement

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against assets held by, or deposits in or for the account of or loans by, or any other acquisition of funds or disbursements by, the Lender; (b) subject the Lender or any LIBOR Loan to any tax, duty, charge, stamp tax or fee or change the basis of taxation of payments to the Lender of principal or interest due from the Borrower to the Lender hereunder (other than a change in the taxation of the overall net income of the Lender); or (c) impose on the Lender any other condition regarding such LIBOR Loan or the Lender's funding thereof, and the Lender shall determine (which determination shall be conclusive, absent manifest error) that the result of the foregoing is to increase the cost to the Lender of making or maintaining such LIBOR Loan or to reduce the amount of principal or interest received by the Lender hereunder, then the Borrower shall pay to the Lender, on demand, such additional amounts as the Lender shall, from time to time, determine are sufficient to compensate and indemnify the Lender for such increased cost or reduced amount.

6. Principal and Interest Payments. The principal indebtedness evidenced by the Note, and all accrued interest thereon, shall be paid in principal installments each in the amount of Six Hundred Ten and 00/100 Dollars (\$610.00), plus all accrued and unpaid interest on the principal balance of the Second Restated Note outstanding from time to time, commencing on November 1, 2002 and continuing on the first day of each month thereafter. On October 1, 2007, the Mortgagor and the Beneficiaries shall pay to the Lender a final installment equal to the total principal balance of the Loan then remaining unpaid, plus all accrued and unpaid interest thereon.

7. Attachment to Note. The Lender may, and prior to any transfer by the Lender of the Note shall, attach a copy of this First Amendment to the Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

8. Continued Effectiveness of Loan Documents; Confirmation of Obligations. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto, except as expressly modified and amended by this First Amendment. Each of the Mortgagor and the Beneficiaries hereby (i) restates, confirms and reaffirms all of its or his respective obligations under the Loan Documents, as modified by this First Amendment; (ii) acknowledges and agrees that the Lender, by entering into this First Amendment, does not waive any existing or future default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledges and agrees that the Lender has not heretofore waived any Event of Default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that neither the Mortgagor nor any of the Beneficiaries has any set-off, defense or counterclaim to the payment or performance of any of the Mortgagor's or the obligations of any of the Beneficiaries under the Loan Documents, as modified by this First Amendment. The Mortgagor, the Beneficiaries and the Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this First Amendment, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor, the Beneficiaries and the Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this First Amendment.

9. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this Third Modification, the Mortgagor hereby certifies and represents, and each of the Beneficiaries hereby certifies, represents and warrants to the Lender, as follows:

(a) all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this First Amendment;

(b) no Event of Default, or condition or event which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note or the Mortgage has occurred and is continuing;

(c) the Loan Documents, as modified and amended hereby, are in full force and effect and continue to be the legal, valid and binding obligations of the Mortgagor and or the Guarantors, as the case may be, 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 the Premises, any of the Beneficiaries 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;

(e) as of the date hereof, none of the Mortgagor or the Beneficiaries has any claims, counterclaims, defenses, or set-offs with respect to any of the Loans or the Loan Documents, as modified and amended by this First Amendment;

(f) the Mortgagor is an Illinois banking corporation, validly existing and in good standing under the laws of the State of Illinois, and has the requisite power and authority to execute and deliver this First Amendment and to perform its obligations under the Loan Documents, as modified and amended by this First Amendment;

(g) the execution and delivery of this First Amendment and the performance of the Loan Documents, as modified and amended hereby, have been duly authorized by all requisite action by or on behalf of the Mortgagor, and this First Amendment has been duly executed and delivered on behalf of the parties hereto.

10. Reaffirmation and Modification of Beneficiaries' Obligations. Each of the Beneficiaries hereby expressly (a) consents to the execution by the Mortgagor and the Lender of this First Amendment; (b) acknowledges that the "Obligations" (as defined in the Guaranty) includes all of the obligations and liabilities owing from the Borrower to the Lender from time to time under and pursuant to the Note, as modified and amended hereby; (c) agrees that, notwithstanding anything contained in the Note or the Guaranty, the joint and several liability of the Beneficiaries to the Lender either directly under the Note or under the Guaranty for the

Obligations shall not exceed the total of (i) the amount of Ninety One Thousand Two Hundred Fifty and 00/100 Dollars (\$91,250.00), plus (ii) all interest due and to become due on that portion of the Obligations guaranteed by the Beneficiaries under and pursuant to the Guaranty, as modified and amended hereby, with interest thereon accruing at the Default Rate, plus (iii) all costs and expenses, attorneys' and paralegals' fees of every kind paid or incurred by the Lender in enforcing the Guaranty or in defending against any defense, counterclaim, setoff or cross-claim based upon any act of commission or omission by the Lender with respect to the Guaranty, the Obligations or any collateral or security for the Obligations, or in connection with any "repayment claim" (as defined in the Guaranty), plus (iv) all costs and expenses, attorneys' and paralegals' fees of every kind paid or incurred by LaSalle in endeavoring to collect the Obligations, or any part thereof, promptly on demand of the Lender or other person paying or incurring the same; (d) reaffirms and ratifies all of their joint and several obligations under the Guaranty in all respects, except as modified and amended hereby; (e) agrees that the obligations and liabilities of the Beneficiaries to the Lender under and pursuant to the Guaranty, as modified and amended hereby, shall continue in full force and effect and that the execution and delivery of this First Amendment, and its acceptance by, the Lender shall not in any manner whatsoever (i) impair or affect the liability of the Beneficiaries to the Lender under the Guaranty, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against the Beneficiaries pursuant to the Guaranty, and/or (iii) limit, release or discharge, nor be construed to limit release or discharge, any of the joint and several obligations and liabilities owing to the Lender by the Beneficiaries under the Guaranty, and (f) represents that each of the representations and warranties made by the Guarantor in the Guaranty remain true and correct as of the date hereof.

11. Conditions Precedent. This First Amendment shall become effective as of the date above first written after receipt by the Lender of the following documents:

(a) First Amendment. This First Amendment to Loan Documents duly executed by the parties hereto;

(b) Renewal Fee. The payment by the Borrower to the Lender of a loan renewal fee in the amount of One Thousand Eight Hundred Twenty Five and 00/100 Dollars (\$1,825.00), due and payable upon the execution of this First Amendment by the Borrower and its delivery to the Lender;

(c) Date-down Endorsement. A Date-Down Endorsement issued by First American Title Insurance Company to its Loan Policy No. CC86822 dated September 27, 1995, reflecting the recordation of this First Amendment, increasing the title insurance coverage to Three Hundred Sixty Five Thousand and 00/100 Dollars (\$365,000.00) and showing the Lender as the insured party; and

(d) Other. Such other documents, certificates, resolutions and/or opinions of counsel as the Lender may reasonably request.

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12. Expenses. The Mortgagor shall pay all costs and expenses in connection with the preparation of this First Amendment, including, without limitation, reasonable attorney's fees and reasonable time charges of attorney's who may be employees of the Lender. The Mortgagor shall pay any and all stamp and other taxes, UCC search fees, recording, filing, title charges and endorsement fees and other costs in connection with the execution and delivery of this First Amendment, and agrees to save and hold harmless the Lender from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such fees.

13. References. All references in the Loan Documents and/or in this First Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as modified and amended by this First Amendment.

14. Entire Agreement. This First Amendment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this First Amendment, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

15. Successors. The Loan Documents, as modified by this First Amendment, shall inure to the benefit of the parties hereto and to the Lender's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

16. Severability. In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. Amendments, Changes and Modifications. This First Amendment may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

18. Construction. This First Amendment shall not be construed more strictly against the Lender than against the Borrower merely by virtue of the fact that this First Amendment has been prepared by counsel for the Lender, it being recognized that the Borrower and the Lender have contributed substantially and materially to the preparation of this First Amendment, and the Borrower and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this First Amendment. Each of the parties to this First Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this First Amendment, and recognizes that it is executing and delivering this First Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this First Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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19. Sections; References.

(a) All references in the Loan Documents and/or in this First Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as modified and amended by this First Amendment.

(b) The words "hereby", "hereof", "herein" and "hereunder", and other words of a similar import refer to this First Amendment as a whole and not to the individual Sections in which such terms are used.

(c) References to Sections and other subdivisions of this First Amendment are to the designated Sections and other subdivisions of this First Amendment as originally executed

(d) The headings of this First Amendment are for convenience only and shall not define or limit the provisions hereof.

(e) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

20. Execution of Counterparts This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. Governing Law. This First Amendment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Loan Documents to be executed as of the date set forth above.

MORTGAGOR:

COLE TAYLOR BANK, not personally, but solely as Trustee under a Trust Agreement dated September 1, 1995 and known as Trust No. 95-6348

By: 

Name:

MARIO V. GOTANCO

Title:

Vice President

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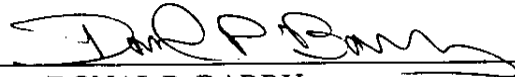
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BENEFICIARIES:



MICHAEL D. AUFRECHT, INDIVIDUALLY,
AND AS TRUSTEE OF THE MICHAEL D.
AUFRECHT DECLARATION OF TRUST
DATED JULY 1, 1991

MICHAEL V. BARRY



DONAL P. BARRY

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association, successor
by merger to LaSalle Cragin Bank, FSB

By: _____

Name: Alexander Bliss

Title: Vice President

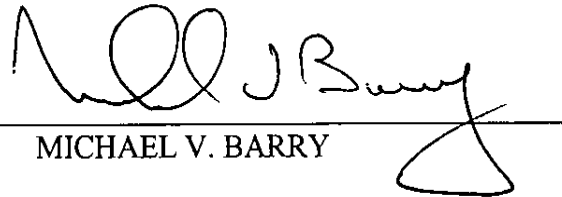
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November 4, 2002
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BENEFICIARIES:

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MICHAEL D. AUFRECHT, INDIVIDUALLY,
AND AS TRUSTEE OF THE MICHAEL D.
AUFRECHT DECLARATION OF TRUST
DATED JULY 1, 1991


MICHAEL V. BARRY

DONAL P. BARRY

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association, successor
by merger to LaSalle Cragin Bank, FSB

By: _____

Name: Alexander Bliss

Title: Vice President

GKF:me
November 4, 2002
(70901473)

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BENEFICIARIES:

MICHAEL D. AUFRECHT, INDIVIDUALLY,
AND AS TRUSTEE OF THE MICHAEL D.
AUFRECHT DECLARATION OF TRUST
DATED JULY 1, 1991

MICHAEL V. BARRY

DONAL P. BARRY

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association, successor
by merger to LaSalle Cragin Bank, FSB

By: Alexander Bliss

Name: Alexander Bliss

Title: Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MARIO V. GOTANCO, the Vice President, of COLE TAYLOR BANK, an Illinois banking corporation, 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 as such Vice President he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking corporation, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of November, 2002.



[Signature]

Notary Public
My Commission Expires:

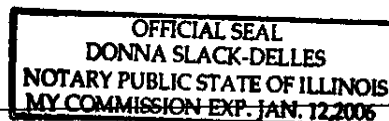
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL D. AUFRECHT, INDIVIDUALLY, AND AS TRUSTEE OF THE MICHAEL D. AUFRECHT DECLARATION OF TRUST DATED JULY 1, 1991, 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 individually and as said trustee, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of November, 2002.

[Signature]
Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

21368754

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL V. BARRY, 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 the 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 15 day of November, 2002.

Donna Slack-Delles
Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DONAL P. BARRY, 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 the 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 November, 2002.

[Signature]
Notary Public

My Commission Expires



8/31/04

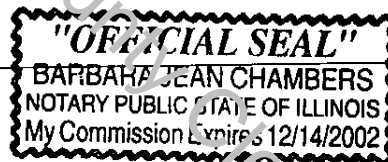
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ALEXANDER BLISS, a Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, successor by merger to LaSalle Cragin Bank, FSB, 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 as such Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of November, 2002.

Barbara Jean Chambers
 Notary Public

My Commission Expires:



UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOT 1 (EXCEPT THE SOUTH EASTERLY 70 FEET 10 INCHES) IN PENNY AND ROOT'S SUBDIVISION OF BLOCK 7 IN BRICKTON BEING PENNY AND MEACHAM SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

142-148 North Northwest Highway
119-123 North Meacham
Park Ridge, Illinois 60068

PERMANENT TAX IDENTIFICATION NUMBER:

09-26-423-001