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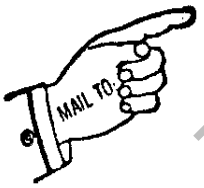
7432/0004 02 001 Page 1 of 5
2000-05-18 10:11:25
Cook County Recorder 29.50

This instrument prepared by and when recorded return to:

Mary E. Callow
Heroux, Clingen, Callow, Wolfe & McLean
2100 Manchester Road
Suite 1750
Wheaton, Illinois 60187

00357499



THIRD MORTGAGE MODIFICATION

THIS THIRD MORTGAGE MODIFICATION (this "**Modification**") is made as of this 1st day of May, 2000, between LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero as Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656, whose address is 135 South LaSalle Street, Chicago, Illinois 60603 (the "**Grantor**"), and LASALLE BANK NATIONAL ASSOCIATION (the "**Lender**").

RECITALS RELTITLE SERVICES # 12840755 10T2

WHEREAS, INFOWARE INC., an Illinois corporation (the "**Borrower**"), has executed in favor of the Lender a Business Loan Agreement, dated September 26, 1997 (the "**Original Loan Agreement**"), in exchange for the Lender's agreement to lend monies to Borrower;

WHEREAS, pursuant to the Original Loan Agreement, Borrower executed a Promissory Note, dated September 26, 1997 in favor of the Lender evidencing a revolving loan ("**Revolving Loan B**") in the original principal amount of $250,000.00;

WHEREAS, pursuant to the Original Loan Agreement, Michael Tulig and Anne Daly Tulig (the "**Beneficiaries**") each executed a Commercial Guaranty, dated September 26, 1997 (the "**Guarantees**"), in favor of the Lender securing all indebtedness incurred under the Original Loan Agreement, including without limitation Revolving Loan B;

WHEREAS, Beneficiaries own the beneficial interests of the Premises (as hereinafter defined) under Trust Agreement dated October 18, 1988 and known as Trust No. 10656;

WHEREAS, as collateral security for the Beneficiaries' performance of their obligations under the Guarantees, the Beneficiaries executed and delivered a certain Collateral Assignment of Beneficial Interest, dated September 26, 1997 (the "**Original Collateral Assignment**"), which Original Collateral Assignment relate to the following premises (the "**Premises**"):

> Lot 22 in Block 5 in Hughes Brown Moore Corporation Collinswood, being a Subdivision of part of the North East 1/4 and part of the East ½ of the South East 1/4 of Section 11, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.
>
> P.I.N. 04-14-210-017
> 912 Midway, Northbrook, IL

WHEREAS, as additional collateral security for Revolving Loan B, the Beneficiaries directed the Grantor to execute and deliver a certain Mortgage dated September 26, 1997 and recorded by the Cook County Recorder as document no. 97-899116 (the "**Original Mortgage**"), which Original Mortgage relates to the Premises;

WHEREAS, the maturity of Revolving Loan B was originally extended from May 26, 1998 to June 26, 1998 in exchange for Borrower's execution of a Promissory Note, dated May 26, 1998 in favor of the Lender evidencing Revolving Loan B;

WHEREAS, the maturity of Revolving Loan B was further extended from June 26, 1998 to September 1, 1998 in exchange for Borrower's execution of a Promissory Note, dated June 26, 1998 in favor of the Lender evidencing Revolving Loan B;

WHEREAS, (a) the maturity of Revolving Loan B was further extended from September 1, 1998 to July 1,1999 and (b) the principal amount of Revolving Loan B was increased from $250,000.00 to $500,000.00, in exchange for Borrower's execution of (w) a certain Promissory Note, dated August 17, 1998 in favor of the Lender evidencing Revolving Loan A, (x) a certain First Amendment to Business Loan Agreement dated August 17, 1998 (the "**First Amendment**"), (y) Grantor's execution of a certain Mortgage Modification dated August 17, 1998 (the "**First Modification**") and (z) other related loan documents;

WHEREAS, (a) the maturity of Revolving Loan B was further extended from July 1, 1999 to May 1, 2000 and (b) the principal amount of Revolving Loan B was temporarily increased from $500,000.00 to $750,000.00, in exchange for Borrower's execution of (w) a certain Promissory Note, dated April 19, 1999 in favor of the Lender evidencing Revolving Loan B, (x) a certain Second Amendment to Business Loan Agreement dated April 19, 1999 (the "**Second Amendment;**" the Original Loan Agreement, as amended by the First Amendment and the Second Amendment is herein referred to as the "**Loan Agreement**"), (y) Grantor's execution of a certain Second Mortgage Modification dated April 19, 1999 (the "**Second Modification;**" the Original Mortgage, as amended by the First Modification and the Second Modification is herein referred to as the "**Mortgage**") and (z) other related loan documents;

WHEREAS, Borrower has requested and the Lender has agreed (a) to further extend the maturity of Revolving Loan B from May 1, 2000 to May 1, 2001, (b) to decrease the principal amount of Revolving Loan B from $750,000.00 to $500,000.00 and (c) to waive Borrower's failure to comply with certain financial covenants set forth in the Loan Agreement, in exchange for Borrower's continued compliance with the terms and conditions of the Loan Agreement and certain other modifications as set forth in that certain Third Amendment to Business Loan Agreement dated the date hereof (the "**Third Amendment**"); and

WHEREAS, as a condition of the Lender entering into the Third Amendment, extending the maturity of Revolving Loan B, decrease the principal amount of Revolving Loan B and waiving Borrower's failure to comply with certain financial covenants, all on the terms and conditions set forth in the Third Amendment, the Lender has required that Grantor executes and delivers this Modification.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Binding Effect of Mortgage. The terms and conditions of the Mortgage as amended and modified by this Modification shall continue to be binding and enforceable between the Grantor and the Lender.

Section 2. Modification. The first sentence of the definition of "Note" as set forth in the Mortgage is amended to now read in its entirety as follows:

> **Note.** The word "Note" means the promissory note or credit agreement dated May 1, 2000, **in the principal amount of $500,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Section 3. Miscellaneous.

a. The Recitals are incorporated herein by this reference and represent additional provisions of this Modification.

b. This shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Modification as of the date first above written.

GRANTOR:

LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TRUSTEE TO COMERICA BANK-ILLINOIS, SUCCESSOR TRUSTEE TO MANUFACTURERS AFFILIATED TRUST COMPANY, SUCCESSOR TRUSTEE TO AFFILIATED BANK/WESTERN NATIONAL, SUCCESSOR TRUSTEE TO WESTERN NATIONAL BANK OF CICERO AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 18, 1988 AND KNOWN AS TRUST NO. 10656

This instrument is executed by LASALLE BANK National Association, 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. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

By: Margaret O'Donnell
Print Name: MARGARET O'DONNELL
Title: TRUST OFFICER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

00357499

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that MARGARET O'DONNELL, personally known to me to be the TRUST OFFICER of LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero as Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656, and 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 in such capacity, MARGARET O'DONNELL signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero as Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and notarial seal on May 12, 2000.

Melissa Robinson
NOTARY PUBLIC

My Commission Expires: 1/20/04

"OFFICIAL SEAL"
MELISSA ROBINSON
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 01/20/2004