

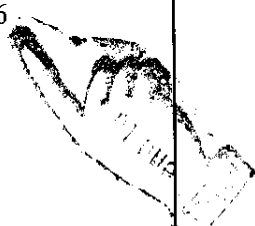
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PREPARED BY AND
MAIL TO:

Deborah J. Kramer, Esq.
Heinrich & Kramer, P.C.
205 W. Randolph, Suite 1750
Chicago, IL 60606



Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 07/23/2003 08:15 AM Pg: 1 of 8



Loan No.: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN AND MORTGAGE MODIFICATION AGREEMENT

THIS LOAN AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement"), made as of the 1st day of July, 2003, between **PWS SCHAUMBURG LLC**, an Illinois limited liability company, ("Borrower"), whose address is 401 East Prospect Avenue, Suite 201, Mt. Prospect, IL 60056 and **ST. FRANCIS BANK, F.S.B.**, a federal savings bank, ("Lender") whose address is 13400 Bishops Lane, Suite 190, Brookfield, WI 53005-6203.

WITNESSETH:

WHEREAS, to evidence a \$2,394,000.00 mortgage loan (the "Loan") from Lender to Borrower, Borrower had executed and delivered to Lender a certain Adjustable Rate Note dated June 25, 2001, as Maker, payable to the order of Lender in the stated sum of Two Million Three Hundred Ninety Four Thousand Dollars (the "Original Note"), which Original Note is secured by that certain Mortgage executed by Borrower in favor of Lender of even date with the Original Note, encumbering the real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate"), which was recorded in the office of the Recorder of Deeds, Cook County, Illinois (the "Recorder's Office") on June 26, 2001 as Document No. 0010560911 (the "Mortgage"); and

WHEREAS, as further security for and to otherwise evidence the terms and conditions of the Loan, Borrower had executed and delivered to Lender that certain: (i) Assignment of Rents and Leases dated June 25, 2001 in favor of Lender recorded in the Recorder's Office on June 26, 2001 as Document No. 0010560912 (the "Assignment of Rents and Leases"); and (ii) other related and ancillary documents (the "Related Documents"). The Mortgage, Assignment of Rents and Leases and Related Documents are hereinafter sometimes collectively or individually referred to as the "Original Loan Documents"; and

First American Title
Order # _____

1st AMERICAN TITLE order # NCC 39020 18/1 all JK
(CE 187330.2)

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WHEREAS, the Borrower requested and Lender agreed to reduce the Interest Rate under the Original Note and did modify such requirements and otherwise altered the Original Loan Documents by executing the Amended and Restated Adjustable Rate Note effective as of March 1, 2003 (the "Amended Note"), and reducing the amount of the Loan to \$2,337,391.04; and

WHEREAS, the Borrower has requested that Lender advance additional sums to be secured by the Original Loan Documents, and Borrower and Lender have agreed to the same, subject to further modifications thereto pursuant to a Second Amended and Restated Adjustable Rate Note of even date herewith in the principal amount of \$2,390,000.00 and this Agreement modifying the Original Loan Documents both executed by Borrower and a Second Amended and Restated Guaranty of even date herewith from the Guarantor under the Loan Documents.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, it is hereby agreed as follows:

1. The preamble hereof is incorporated by this reference into the main body of this Agreement.
2. The effectiveness of this Agreement (and the disbursement of additional funds under the Loan) is contingent upon Lender's receipt, in form and substance acceptable to Lender, of all of the following:
 - A. The Second Amended and Restated Adjustable Rate Note in the principal amount of \$2,390,000.00 dated as of even date herewith and executed by Borrower;
 - B. The Second Amended and Restated Guaranty dated as of even date herewith and executed by the guarantor of the Loan;
 - C. A duplicate original of this Agreement, the other original of which shall have been filed for record in the Recorder's Office through a Money Lender's Escrow Trust Instructions with the Title Company referred to hereinafter;
 - D. Money Lender's Escrow Trust Instructions on behalf of Lender executed by an Escrow Officer of First American Title Insurance Company

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requiring a Date Down Endorsement to First American Title Insurance Company ALTA Loan Policy No. LP3959610 ordered by Borrower evidencing this Agreement, and insuring that the Mortgage, as currently amended, constitutes a valid lien on the Real Estate, subject only to those exceptions in Schedule B in said policy as have been previously approved by Lender and current real estate taxes prior to the disbursement through such escrow of additional funds; and

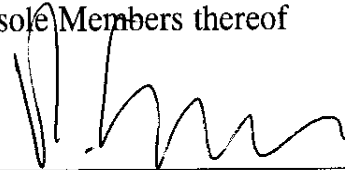
- E. A Disbursement Statement executed on behalf of Borrower evidencing the payment of all costs and expenses from the additional loan funds in connection with this Agreement and the modification of the Loan including (but not limited to): July interest; a tax escrow payment for the month of August; the Title Company charges for escrow, title and recording costs; and Borrower's and Lender's counsel fees.
3. Borrower represents that as of the date of execution of this Agreement, Borrower has no claims, defenses or offsets against Lender with respect to the Loan or otherwise.
 4. All references in the Original Loan Documents to the Note shall, upon the effectiveness of this Agreement, be references to the Second Amended and Restated Adjustable Rate Note. All references in the Original Loan Documents to the guaranty or Guaranty shall, upon the effectiveness of this Agreement, be references to the Second Amended and Restated Guaranty. All references in the Original Loan Documents to the Loan Documents or to any specifically named Loan Document shall, upon the effectiveness of this Agreement, be references to the Original Loan Documents or any of them, as modified by this Agreement.
 5. To the extent of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Original Loan Documents, the terms and provisions of this Agreement shall prevail. Except as amended herein, nothing herein contained shall alter, waive, annul, vary or affect the terms and provisions of the Original Loan Documents, which Original Loan Documents, as amended hereby, shall continue in full force and effect.

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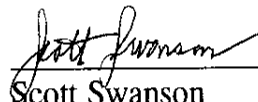
IN WITNESS WHEREOF, the parties have executed this Loan and Mortgage Modification Agreement as of the date first above written.

BORROWER:

PWS SCHAUMBURG LLC,
an Illinois limited liability company
By: the sole Members thereof



Paul Swanson



Scott Swanson

LENDER:

ST. FRANCIS BANK, F.S.B.

By: _____
Its: Vice President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this Loan and Mortgage Modification Agreement as of the date first above written.

BORROWER:

PWS SCHAUMBURG LLC,
an Illinois limited liability company
By: the sole Members thereof

Paul Swanson

Scott Swanson

LENDER:

ST. FRANCIS BANK, F.S.B.

By: *Jayne Lewis*
Its: Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that PAUL SWANSON and SCOTT SWANSON, who are personally known to me and known by me to be the same persons whose names are subscribed to the foregoing instrument as the sole members of **PWS SCHAUMBURG LLC**, an Illinois limited liability company, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of July, 2003.

M. Kathryn Shultz
Notary Public

My Commission Expires: 04/15/06



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STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAYNE BURNS, personally known to me to be the same person whose name is subscribed to the foregoing instrument and known to me to be a Vice President of **ST. FRANCIS BANK, F.S.B.**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the Bank and as his free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of June, 2003.

Deborah J. Kramer
 Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: Lot 1 in Schaumburg Center for Commerce Unit 2A being a resubdivision of Lots 4, 5 and 6 in Schaumburg Center for Commerce Unit 2, being a resubdivision of parts of Outlots B and C in Schaumburg Industrial Park together with parts of Outlots B and C in said Schaumburg Industrial Park being a subdivision of the Southeast 1/4 of Section 11, part of the Northeast 1/4 of Section 11, part of the Southwest 1/4 of Section 12, part of the Northwest 1/4 of Section 13 and part of the Northeast 1/4 of Section 14, all in Township 41 North, Range 10, in Cook County, Illinois.

PARCEL 2: Driveway Easement for the benefit of Parcel 1 as created by Declaration of Reciprocal Driveway Easements filed March 22, 1985 as Document LR 3426082, over the following described land: The South 30 Feet of the East 30 Feet of Lot 7 in Schaumburg Center for Commerce Unit 2 of the Southeast 1/4 of Section 11, part of the Northeast 1/4 of Section 11, part of the Southwest 1/4 of Section 12, part of the Northwest 1/4 of Section 13 and part of the Northeast 1/4 of Section 14, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois.

PROPERTY ADDRESS: 1000 East State Parkway, Schaumburg, IL

P.I.N.: 07-11-400-074