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Eugene "Gene" Moore Fee: \$84.00
Cook County Recorder of Deeds
Date: 08/29/2003 03:52 PM Pg: 1 of 21

This document prepared by and
after recording, return to:
Ned S. Robertson
Aronberg Goldgehn Davis & Garmisa
One IBM Plaza, Suite 3000
Chicago, Illinois 60611

See Exhibit A for PIN Numbers
and Legal Descriptions

Space above this line for Recorder's use only

MODIFICATION AGREEMENT

This Agreement is entered into as of the 11th day of August, 2003, by and among U.S. BANK, N.A., successor trustee to Colonial Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated December 14, 1987 and known as Trust No. 1250 ("Trust"), WS PARTNERS, LLC, an Illinois limited liability company, the successor to WS Partners, an Illinois general partnership, as the sole beneficiary of the Trust ("Beneficiary") and U.S. BANK, N.A. ("Lender"). The Trust and Beneficiary are sometimes hereinafter referred to as "Borrower".

RECITALS:

A. Borrower is indebted to Lender as evidenced by a certain Installment Note dated December 28, 1987 ("Note") in the original principal amount of NINE MILLION THREE HUNDRED FOUR THOUSAND THREE HUNDRED THIRTY THREE AND NO/100 DOLLARS (\$9,304,333.00) made by Borrower and payable to Michigan Avenue National Bank of Chicago, which is also referred to herein as "Lender". The Note was modified by a certain Installment Note Addendum dated November 7, 1990, a Modification Agreement dated December 31, 1996 and a Second Addendum to Installment Note dated May 7, 1998.

B. As of August 6, 2003, the Outstanding Principal Balance of the Note was SIX MILLION FOUR HUNDRED FORTY-ONE THOUSAND SIX HUNDRED FORTY SEVEN AND 68/100 DOLLARS (\$6,441,647.68).

C. The Note is secured by, among other things, the following documents, each dated December 28, 1987:

Box 231

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(i) Trust Deed ("Mortgage") executed by the Trust in favor of Lender and recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 5, 1988 as Document No. 88005205, covering the various properties described on Exhibit A attached hereto and incorporated herein by reference (the "Premises");

(ii) Assignment of Rents ("Assignment") executed by the Trust in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 5, 1988 as Document 88005204;

(iii) Collateral Assignment under Land Trust ("Security Assignment") executed by Beneficiary, as Assignor, to Lender, as Secured Party, with respect to the Trust.

D. Borrower has requested that the Lender increase the indebtedness due under the Note to EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00) and to extend the maturity date to August 1, 2013. Lender has agreed to do so subject to Borrower agreeing to the terms and conditions contained in this Agreement.

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

1. The Recitals set forth above are hereby incorporated herein and made a part hereof.

2. Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Note and Mortgage and the other documents referred to therein.

3. Borrower hereby agrees to borrow and Bank hereby agrees to lend an additional TWO MILLION FIFTY-EIGHT THOUSAND THREE HUNDRED FIFTY-TWO AND 32/100 DOLLARS (\$2,058,352.32), so that the new Outstanding Principal Balance under the Note as of the date hereof shall be EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00) with a new maturity date of August 1, 2013. The Borrower has agreed to execute a replacement note ("Replacement Note") to replace the Note, as previously amended, which Replacement Note shall contain the foregoing modifications and various other provisions as set forth therein. The form of Replacement Note is attached hereto as Exhibit B.

4. Borrower hereby agrees to pay Lender an amendment fee of TWENTY ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$21,250.00) and a prepayment fee under the Note of TWO HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED FIFTY SEVEN AND 66/100 DOLLARS (\$225,457.66), Lender's reasonable attorneys' fees in connection with the negotiation and documentation of the agreements

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contained in this Agreement, all recording fees and charges and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Agreement (collectively, the "Additional Loan Expenses"). In the event the Additional Loan Expenses are not paid to Lender within ten (10) days after written demand therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Interest Rate, or may be paid by Lender at any time following said ten (10) day written demand by disbursement of proceeds of the Loan.

5. All references in the Note, Mortgage, Assignment, Security Assignment or other Loan Documents to any of the other Loan Documents shall mean such document as amended hereby.

6. The Borrower represents and warrants to Lender that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon the execution and delivery hereof, this Agreement will be valid, binding and enforceable upon the Borrower in accordance with its terms. Execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrower is a party or is bound or which is binding upon or applicable to the project, or any portion thereof.

7. Borrower represents and warrants to Lender that to the best of its knowledge no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time or both, exists under the Note, the Mortgage, the Assignment, the Security Assignment or any of the other Loan Documents.

8. The Borrower hereby ratifies and confirms its liabilities and obligations under the Note, the Mortgage, Assignment, the Security Assignment and the other Loan Documents, all as amended by this Agreement, and the liens and security interests created thereby, and acknowledges that it has no defenses, claims or setoffs to the enforcement by Lender of the obligations and liabilities of Borrower under the Note, the Mortgage, the Assignment, the Security Assignment and the other Loan Documents, all as amended by this Agreement.

9. This Agreement is executed by U.S. Bank, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any personal liability on said Trustee to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, this Agreement has been entered into as of the date first above written.

U.S. BANK, N.A., successor trustee to
COLONIAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but solely as Trustee as aforesaid

By: Angela McClain
Name: Angela McClain
Title: Land Trust Officer

Attest: Mary Figiel
Name: Mary Figiel
Title: Land Trust Officer

WS PARTNERS, LLC, an Illinois limited
liability company

By: Steven L. Schwartz
Name: Steven L. Schwartz
Title: Manager

U.S. BANK, N.A.

By: John M. Lenkos
Name: JOHN M. LENKOS
Title: VP

State of Illinois)
County of Cook) ss

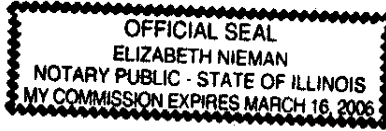
The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Angela McClain, the L.T.O. of U.S. BANK, N.A., and Mary Figiel, the L.T.O. of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such L.T.O. and L.T.O., respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as trustee, for the uses and purposes therein set forth.

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Given under my hand and notarial seal this 12th day of August, 2003.

Elizabeth Nieman
Notary Public

State of Illinois)
) ss
County of Cook)

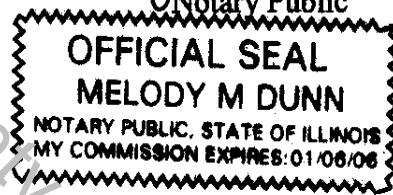


The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEVEN L. SCHWARTZ, the MANAGER of WS PARTNERS, LLC, an Illinois limited liability company, as Beneficiary, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Manager of said Company, 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 11th day of August, 2003.

Melody M. Dunn
Notary Public

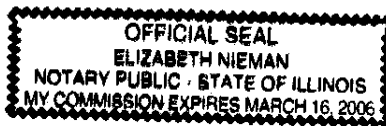
State of Illinois)
) ss
County of Cook)



The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Lenckos personally known to be to be the same person whose name is subscribed to the foregoing instrument as such N.P. of U.S. BANK, N.A. ("Lender"), appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of August, 2003.

Elizabeth Nieman
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1(a)

The North 125.71 feet of the South 158.71 feet of Lots 4 and 5 in Owners Partition of Lots 6, 7, 8, 9 and 10 of Voss' Partition of 80 acres West of and adjoining the East 40 acres of the Southeast Quarter of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian together with Lots 6, 7 and 18 in the Subdivision of Lot 6 in the aforesaid Owners Partition, all in Cook County, Illinois.

PIN: 13-20-431-033
Address: 5850 W. Belmont Avenue
Chicago, Illinois

Parcel 1(b)

The East 52 feet of the South 133.76 feet of Lot 8 lying North of the North line of Belmont Avenue as now laid out (February 21, 1947) in Owners Partition of Lots 6, 7, 8, 9 and 10 of Voss' Partition of 80 acres West of and adjoining the East 40 acres of the Southeast Quarter of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-20-431-030
Address: 5850 W. Belmont Avenue
Chicago, Illinois

Parcel 1(c)

In Schneider's Subdivision of Lot 7, in Owners Partition of Lots 6, 7, 8, 9 and 10 of Voss' Partition of 80 acres West of and adjoining the East 40 acres of the Southeast Quarter of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-20-431-031
13-20-431-032
Address: 5850 W. Belmont Avenue
Chicago, Illinois

UNOFFICIAL COPY**Parcel 2**

In Johnson Brothers Westfield Addition to Chicago, being a Subdivision of Lots 3 and 6 in King and Patterson's Subdivision of the Northeast Quarter of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-29-203-001
Address: 5825 W. Belmont Avenue
 Chicago, Illinois

Parcel 3

Lot 6 (except the East 0.395 feet thereof). All of Lot 7 in Johnson Brothers Westfield Addition to Chicago, being a Subdivision of Lots 3 and 6 in King and Patterson's Subdivision of the Northeast Quarter of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-29-203-035
Address: 5813-17 W. Belmont Avenue
 Chicago, Illinois

Parcel 4

Lot 145 in the Second Addition to Mont Clare Gardens, being a Subdivision of the East Half of the Northeast Quarter (except that part taken for railroad) of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-30-231-023
Address: 6400 W. Diversey Avenue
 Chicago, Illinois

Parcel 5

All of Lot 10, the West 8 feet of Lot 9 and that part of Lot 8 lying South of the North 58 feet and West of a line 44 feet East of and parallel with the Western most line of Lot 8; together with all of the vacated North and South 16 foot alley lying between said Lots 9 and 10 and the South Half of the vacated East and West 16 foot alley lying North of and adjoining the West 8 feet of said Lot 9 and the North Half of the vacated East and West 16 foot alley lying South of and adjoining the Western most 44 feet of said Lot 8; all in Public Service Company's Resubdivision of Lots 8 and 9 of the Second Resubdivision of the Subdivision of Block 24 of James W. Scoville's Subdivision of the West Half of the Northeast Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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PIN: 16-07-224-019
 16-07-224-020
Address: 104 N. Oak Park Avenue
 Oak Park, Illinois

Parcel 6

Lot 6 (except the East Half thereof), all of Lots 7 and 8 and Lot 9 (except the West 15 feet of Lot 9) in Holley and Smith's Subdivision of Lot 18 and of Sublots 1 and 2 in Scoville's Subdivision of Lot 17 in Kettlestring's Subdivision of land in the Southeast Corner of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 16-07-129-013
 16-07-129-014
Address: 835 Lake Street
 Oak Park, Illinois

Parcel 7

Lot 17 in Holley and Smith's Subdivision of Lot 18 and Lots 1 and 2 in J. W. Scoville's Subdivision of Lot 17 in Kettlestring's Subdivision of land in the Southeast Corner of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 16-07-129-020
Address: North Boulevard Parking Lot
 Oak Park, Illinois

Parcel 8

Lot 35 (except the West 10 feet and South 3-1/2 feet) of J. Hulbert's and others Resubdivision of Lots 1 to 11 in George W. Scoville's Subdivision in the Southwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 16-07-304-008
Address: South Boulevard Parking Lot
 Oak Park, Illinois

UNOFFICIAL COPY**Parcel 9(a)**

Lot 15 in Block 5 in the Subdivision of the South Half of the Southwest Quarter of said Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-24-124-037
Address: 3611 N. Kedzie Avenue
 Chicago, Illinois

Parcel 9(b)

Lots 16 to 21 inclusive in Block 5 in James N. Fort's Subdivision of the South Half of the Southwest Quarter of the Northwest Quarter of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-24-124-037
 13-24-124-015
Address: 3611 N. Kedzie Avenue
 Chicago, Illinois

Parcel 9(c)

Lots 22, 23 and 24 in Block 5 in James N. Fort's Subdivision of the South Half of the Southwest Quarter of the Northwest Quarter of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-24-124-016
Address: 3611 N. Kedzie Avenue
 Chicago, Illinois

Parcel 10

Lot 8 (except the North 9.75 feet thereof) in Horace A. Goodrich's Subdivision of Block 9 in the North Shore Boulevard Subdivision of the East Half of the Southwest Quarter of Section 32, Township 41 North, Range 14, East of the Third Principal Meridian (except the South 30 acres thereof), in Cook County, Illinois.

PIN: 11-32-319-020
Address: 6536-40 N. Sheridan Road
 Chicago, Illinois

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Parcel 11

Lot 10 (except the West 102 feet thereof) in Block 1 in Summerdale in the Southwest Quarter of the Northwest Quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded May 4, 1886 as Document No. 713575 in Book 22 of Plats, Page 19, in Cook County, Illinois.

PIN: 14-08-114-018
Address: 5332 N. Clark Street
Chicago, Illinois

Parcel 12

Lot 6 in Block 1 in Summerdale, according to the Plat thereof recorded April 4, 1886, in Book 22 of Plats as Document No. 713575, in Cook County, Illinois, in Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-08-114-014
Address: 5344 N. Clark Street
Chicago, Illinois

Parcel 13

The West 102 feet of Lot 10 in Block 1 in Summerdale, in the Southwest Quarter of the Northwest Quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded April 4, 1886, as Document No. 713575 in Book 22 of Plats, Page 19, in Cook County, Illinois.

PIN: 14-08-114-017
Address: 1512-16 W. Summerdale Avenue
Chicago, Illinois

Parcel 14

Lots 7, 8 and 9 in Block 1 in Summerdale, a Resubdivision of Lots 31 to 40, both inclusive, of Louis E. Henry's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, and a Subdivision (except the West 25 feet thereof) of the North Half of the Southeast Quarter of the Northeast Quarter of Section 7, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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PIN: 14-08-114-015
14-08-114-016
Address: 5334-42 N. Clark Street
Chicago, Illinois

Parcel 16

Lots 11 and 12 (except that part lying West of a line 57 feet East of and parallel with the West line of Section 8, (taken for widening Ashland Avenue)) in Block 1 in Summerdale, being a Resubdivision of Lots 31 to 40, both inclusive, in Louis E. Henry's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 8, and a Subdivision (except the West 25 feet thereof) of the North Half of the Southeast Quarter of the Northeast Quarter of Section 7, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-08-114-009
Address: 5335-37 N. Ashland Avenue
Chicago, Illinois

Parcel 17

Lot 2 in Rohlwing Grove, Unit No. 1-A, being a Subdivision in the Southwest Quarter of Section 31, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on February 23, 1978, as Document No. 3000930.

PIN: 08-31-400-019
Address: 1100 W. Devon Avenue
Elk Grove Village, Illinois

Parcel 18(a)

Lots 16, 17, 18 and 19 in Block 9 in Midland Development Company's Northlake Village, Unit No. 6, a Subdivision of the Southeast Quarter of Section 31, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 12-31-410-031
Address: 26 W. North Avenue
Northlake, Illinois

UNOFFICIAL COPY**Parcel 18(b)**

Lot 20 in Block 9 in Midland Development Company's Northlake Village, Unit No. 6, a Subdivision in the Southeast Quarter of Section 31, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 12-31-410-027
 12-31-410-026
 Address: 26 W. North Avenue
 Northlake, Illinois

Parcel 19(a)

Lot 4 in Dempster Greenwood Acres, a Subdivision of part of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 09-14-310-005
 Address: 8500 W. Dempster Street
 Niles, Illinois

Parcel 19(b)

The East 50 feet of that part lying North of the Southernly 50 feet East of the West 33 feet and South of the North 396 feet of the West Half of the East Half of the Southwest Quarter of the Southeast Quarter of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 09-14-310-007
 Address: 8500 W. Dempster Street
 Niles, Illinois

Parcel 20

Lot 3 in Dempster Greenwood Acres, a Subdivision of part of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat recorded in Docket 321, Page 19, as Document No. 12999316 in Cook County, Illinois.

PIN: 09-14-310-008
 09-14-310-009

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Address: 8500 W. Dempster Street
Niles, Illinois

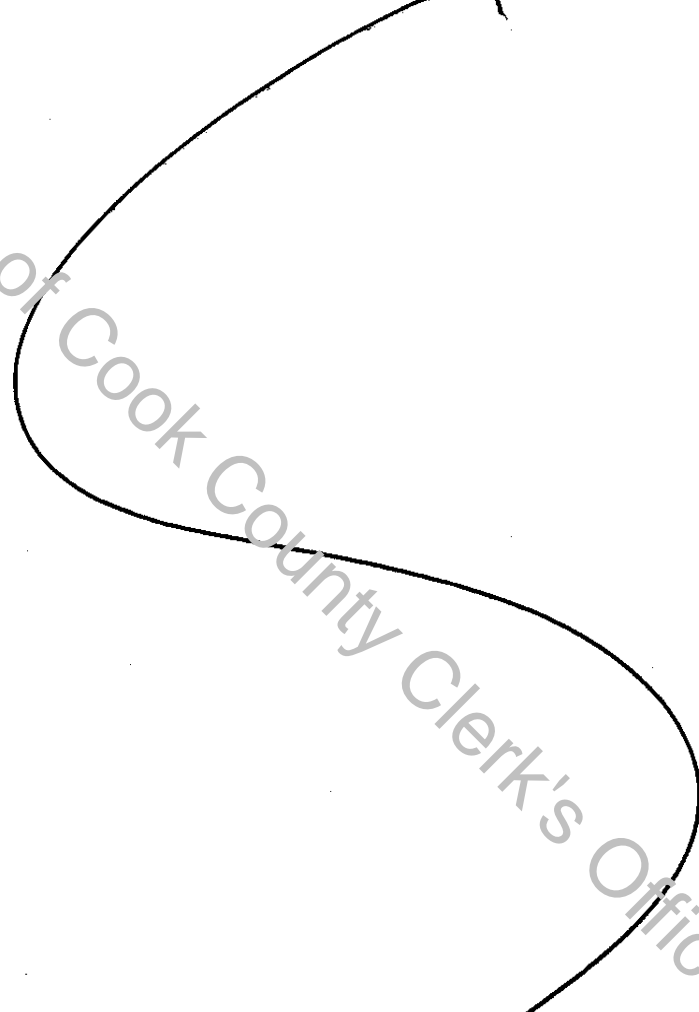
Property of Cook County Clerk's Office

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EXHIBIT B

REPLACEMENT NOTE

Property of Cook County Clerk's Office



UNOFFICIAL COPY**REPLACEMENT NOTE**

\$8,500,000.00

Chicago, Illinois

August 11, 2003

FOR VALUE RECEIVED, U.S. BANK, N.A., successor trustee to First Colonial Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated December 14, 1987 and known as Trust No. 1250 ("Trust") and WS PARTNERS, LLC, an Illinois limited liability company, the successor to WS Partners, an Illinois partnership ("Company"), as the sole beneficiary of the Trust (the Trust and Company being hereafter collectively referred to as "Maker"), hereby jointly and severally promise to pay to the order of U.S. BANK, N.A. ("Bank"), at its offices at 30 North Michigan Avenue, Chicago, Illinois 60602, or such other place as the holder hereof may from time to time designate in writing, in lawful money of the United States of America, the principal sum of EIGHT MILLION FIVE HUNDRED THOUSAND AND No/100 DOLLARS (\$8,500,000.00), including interest at 6.17 % per annum (based upon a ten year amortization), payable in equal monthly installments of NINETY-FIVE THOUSAND NINETY FOUR AND 71/100 DOLLARS (\$95,094.71) commencing on the first day of September, 2003 and NINETY-FIVE THOUSAND NINETY FOUR AND 71/100 DOLLARS (\$95,094.71) on the first day of each month thereafter to and including first day of August, 2010. As of August 11, 2010 ("Adjustment Date"), the interest rate will be adjusted to a rate equal to the Bank's Cost of Funds Rate (as hereafter defined) plus 225 basis points ("Adjusted Rate"). The then remaining outstanding principal balance together with the interest at the Adjusted Rate shall be payable in equal monthly installments based on a three year amortization, beginning with the installment due on the first day of September, 2010 and on the first day of each month thereafter until this Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of August, 2013 ("Maturity Date"). For purposes of this Note, "Cost of Funds Rate" shall mean a fixed rate per annum determined as of the Adjustment Date by Bank as the rate at which Bank is able to borrow funds for the duration of the term of this Note. Such a rate shall include FDIC insurance, reserve requirements and other explicit or implicit costs levied by any regulatory agency. Maker acknowledges that Bank is under no obligation to actually purchase and/or match funds for the Cost of Funds Rate.

All payments on account of the indebtedness evidenced by this Note shall be first applied to accrued and unpaid interest on the unpaid principal balance of this Note, secondly, to all other sums then due Bank hereunder or under any of the Loan Documents (as hereafter defined), and the remainder, if any, to said unpaid principal balance. The principal amount may not be prepaid in whole or in part except upon payment of the additional amount set forth on the attached Prepayment Premium Addendum, the terms of which are incorporated herein by reference.

After maturity or the earlier acceleration of the indebtedness evidenced by this Note, or if said indebtedness has not been accelerated, during any period in which an Event of Default (as hereafter defined) exists under this Note or any of the Loan Documents, Maker shall pay interest on the balance of principal remaining unpaid during any such period at the rate of five percent

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(5%) per annum in excess of the Bank's prime rate, as hereafter defined ("Default Rate"), but not greater than the highest amount permitted by law. The interest accruing under this paragraph shall be immediately due and payable by Maker to the holder of this Note and shall be additional indebtedness evidenced by this Note. "Prime Rate" shall mean the rate of interest publicly announced by the Bank from time to time as its prime rate, which may not be the lowest rate charged by the Bank. Changes in the rate of interest as aforesaid shall take place prospectively, and the Bank is not obligated to give notice of such fluctuations.

This Note and any and all other liabilities and obligations and indebtedness of Maker to Bank, whether such liabilities, obligation or indebtedness are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, arising or evidenced, and howsoever acquired by Bank, are secured, inter alia, by (a) a certain Trust Deed dated December 28, 1987, as amended by a Modification Agreement of even date herewith ("Mortgage"), executed and delivered by Trust to Bank creating a first mortgage lien on certain real property ("Premises") legally described in the Mortgage, (b) that certain Assignment of Rents dated December 28, 1987 ("Assignment") executed and delivered by the Trust to Bank, and (c) Collateral Assignment of Beneficial Interest dated December 28, 1987 ("Security ABI"), executed and delivered by WS Partners (the predecessor to the Company), as assignor, to Bank, as assignee. The Mortgage, Assignment, Security ABI and any other document or instrument securing this Note or delivered to Bank to induce Bank to disburse the proceeds evidenced hereby are hereinafter collectively referred to as the "Loan Documents." Reference is hereby made to the Loan Documents (which are incorporated herein by reference as fully and with the same effect as if set forth herein at length) for a legal description of the Premises, a statement of the covenants and agreements contained therein, a statement of the rights, remedies and security afforded thereby, and all matters therein contained.

The occurrence of any one or more of the following events shall constitute an Event of Default under this Note:

- (a) the failure by Maker to make payment of any installment of principal and interest or of any other amount due to Bank under this Note or any of the other Loan Documents within ten (10) days after such payment is due in accordance with the terms hereof or thereof; or
- (b) the occurrence of any one or more of the "Events of Default" under the Mortgage or any of the other Loan Documents; or
- (c) the failure of Maker to maintain Cash Flow Coverage of 1 to 1. For purposes of this Note, "Cash Flow Coverage" shall mean earnings before interest expense, depreciation expense and amortization expense less dividends or distributions, divided by current maturities of long term debt plus interest expense. Cash Flow Coverage shall be measured annually based on the Maker's tax return, a copy of which shall be provided to the Bank within thirty (30) days after it has been filed with the Internal Revenue Service; or

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(d) the failure of Maker to maintain Two Hundred Thousand and No/100 (\$200,000.00) in accounts with the Bank, measured as of December 31 of each year.

At the election of the holder hereof, and without notice, the principal balance remaining unpaid under this Note, and all unpaid interest accrued thereon, shall be and become immediately due and payable in full in the case of the occurrence of any Event of Default. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent Event of Default. No holder hereof shall, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise unless such waiver is in writing and signed by the holder hereof, and then only to the extent specifically set forth therein. The rights, remedies and powers of the holder hereof, as provided in this Note, the Mortgage and in all of the other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against the Maker, the Premises and any other security given at any time to secure the repayment hereof, all at the sole discretion of the holder hereof. If any suit or action is instituted or attorneys are employed to collect this Note or any part thereof, Maker promises and agrees to pay all costs of collection, including reasonable attorneys' fees and court costs.

Maker hereby agrees to: (i) waive and renounce any and all homestead, redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (iii) waive any and all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (iv) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (v) agree that the liability of each Maker, guarantor, endorser or obligor shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted to or consented to by Bank to any of them with respect hereto; (vi) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Bank with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (vii) consent to the addition of any and all other makers, endorsers, guarantors and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agrees that the addition of any such makers, endorsers, guarantors or other obligors, or security shall not affect the liability of Maker, any guarantor and all others now liable for all or any part of the obligations evidenced hereby.

The proceeds of this Note will be used solely for the purposes specified in 815 ILCS 205/4, and that the indebtedness evidenced hereby constitutes a business loan which comes within the purview of said Section and is not usurious.

Time is of the essence hereof.

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This Note is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the State of Illinois. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

Bank shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Maker or any beneficiary thereof in the conduct of their respective businesses, and by the execution of this Note, Maker agrees to indemnify, defend and hold Bank harmless from and against any and all damages, costs, expenses and liabilities that may be incurred by Bank as a result of a claim that Bank is such partner, joint venturer, agent or associate.

This Note replaces that certain Installment Note dated December 28, 1987 in the original principal amount of NINE MILLION THREE HUNDRED FOUR THOUSAND THREE HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$9,304,333.00), as amended by a certain Installment Note Addendum dated November 7, 1990, a Modification Agreement dated December 31, 1996 and a Second Addendum to Installment Note dated May 7, 1998.

The obligations and liabilities of each Maker under this Note shall be joint and several and shall be binding upon and enforceable against each Maker and their respective successors and assigns. All funds disbursed to or for the benefit of Maker will be disbursed in Chicago, Illinois and shall inure to the benefit of and may be enforced by Bank, its successors and assigns.

In the event one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Note, and this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

This Note is executed by the Trust, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and no personal liability shall be asserted or be enforceable against said Trustee, because or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each holder hereof. Nothing herein contained shall modify or discharge the personal liability expressly assumed by any guarantor of this Note, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon said Trustee to sequester the rents, issues and profits arising from the property described in the Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or of any installment hereof, the sole remedies of the holder hereof shall be any one or more of the: (i) foreclosure or other enforcement of the Mortgage, in accordance with the terms and provisions thereof; or (ii) enforcement of any liens or any other security given to secure the indebtedness evidenced hereby; or (iii) enforcement of the personal liability of any guarantor of the payment hereof.

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IN WITNESS WHEREOF, Maker has executed this Note as of the day and year first above written.

U.S BANK, N.A., successor trustee to COLONIAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee as aforesaid

By: _____
Name: _____
Title: _____

ATTEST: _____
Name: _____
Title: _____

WS PARTNERS, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

This is to certify that this is the Replacement Note described in the within mentioned Trust Deed, as modified by a Modification Agreement of even date herewith

Identification No. _____

Trustee
298241.4

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BREAKFUNDING PREPAYMENT PREMIUM ADDENDUM (Fixed Rate Notes)

PREPAYMENT PREMIUM. Upon prepayment of all or part of the outstanding principal balance of the Note before the Maturity Date, Maker will pay Bank a Prepayment Premium which shall be equal to the maximum of (i) zero, or (ii) that amount, calculated on any prepayment date, which is derived by subtracting: (a) the principal amount of the Note or portion of the Note to be prepaid from (b) the Net Present Value of the Note or portion of the Note to be prepaid on such date of prepayment.

For purposes of the foregoing, the following definitions shall be applicable:

"Net Present Value" shall mean the amount which is derived by adding the present value of each prospective payment of principal and interest which, without such full or partial prepayment, could otherwise have been received by Bank over the remaining contractual life of the Note (or for a lesser period if the remaining term of the applicable fixed rate is less than the term of the Note) if Bank had instead initially invested the Note proceeds (or the then-outstanding Note amount at the beginning of the applicable fixed rate period) at the Initial Cost of Funds Rate. The individual discount rate used to present value each prospective payment of interest and/or principal shall be the Cost of Funds Rate at Prepayment for the maturity matching that of each specific payment of principal and/or interest.

"Initial Cost of Funds Rate" shall mean the rate per annum determined solely by Bank, on the first day of the applicable fixed rate period or as mutually agreed upon by Maker and Bank, as the rate at which Bank would be able to borrow funds for the amount of this Note (or the then outstanding Note amount at the beginning of the applicable fixed rate period) and with an interest payment frequency and principal repayment schedule equal to this Note and for a term as may be arranged and agreed upon by Maker and Bank. Such a rate shall include FDIC insurance, reserve requirements and other explicit or implicit costs levied by any regulatory agency. Maker acknowledges that Bank is under no obligation to actually purchase and/or match funds for the Initial Cost of Funds Rate of this Note.

"Cost of Funds Rate At Prepayment" shall mean that zero-coupon rate, calculated on the date of prepayment, and determined solely by Bank, as the rate at which Bank would be able to borrow funds for the prepayment amount matching the maturity of a specific prospective Note payment date. Such a rate shall include FDIC insurance, reserve requirements and other explicit or implicit costs levied by any regulatory agency. A separate Cost of Funds Rate at Prepayment will be calculated for each prospective interest and/or principal payment date.

In calculating the amount of Prepayment Premium, Bank is hereby authorized by Maker to make such assumptions regarding the source of funding, redeployment of funds and

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other related matters as Bank may deem appropriate. If Maker fails to pay any Prepayment Premium when due, the amount of such Prepayment Premium shall thereafter bear interest until paid at the Default Rate as defined in the Note (computed on the basis of a 360-day year, actual days elapsed).

Any prepayment of principal shall be accompanied by (i) a payment of interest on the entire outstanding principal balance (without deduction for the amount prepaid) accrued to the Prepayment Date, and (ii) the Prepayment Premium. Any partial prepayment shall be applied to the principal installments in the inverse order of their maturities.

In the event of more than one prepayment, a Prepayment Premium shall be due and payable with respect to each such prepayment, and the Prepayment Premium shall be separately computed with respect to each successive prepayment, taking into account any previous partial prepayments of principal.

The amount of any Prepayment Premium as computed by Bank shall be binding and conclusive upon Maker.

In the event there is an uncured event of default under the Note and Bank exercises its right pursuant to the Note to declare the unpaid principal balance of the Note to be immediately due and payable, then, in addition to all of the other rights and remedies available to Bank under the Loan Documents, Maker shall immediately pay to Bank the Prepayment Premium with respect to the entire unpaid principal balance of the Note. For purposes of computing the Prepayment Premium which is due following such a declaration, the "Prepayment Date" shall be the date of such declaration or another date selected by Bank, in its discretion, which is after the date of such declaration, and on or before the date on which the unpaid principal balance of the Note, all accrued interest hereon, and all other amounts due under the Note have been paid in full.

In the event of any involuntary prepayment, other than an involuntary prepayment governed by the prior paragraph, the Maker shall be obligated to pay to Bank, simultaneously with such involuntary prepayment (i) interest on the amount so prepaid accrued through and including the date of prepayment, and (ii) a Prepayment Premium in the amount determined pursuant to the Note. For purposes of computing the Prepayment Premium with respect to prepayments made pursuant to this paragraph, the Prepayment Date shall be the date on which such involuntary prepayment is actually received by Bank.