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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Doc#: 0808844032 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/28/2008 01:12 PM Pg: 1 of 16

Michael R. Wolfe, Esq.
Much Shelist Freed Denenberg
Ament & Rubenstein, P.C.
191 N. Wacker Drive, Suite 1800
Chicago, IL 60606
312/521-2665

P.I.N. 07-10-400-011

Common Address:
100 East Golf Road, Schaumburg,
Illinois 60173

This space reserved for Recorder's use only

MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "**Agreement**") is made as of the 1st day of March 2008, by and among American Enterprise Bank, as Trustee under the provisions of a Trust Agreement dated November 25, 2002, and known as Trust No. 2018 ("**Mortgagor**"); P.S.J., Inc., an Illinois corporation ("**Borrower**"); Jamie Childs, individually, Peter Childs, individually, and Stuart Lenhoff, individually (Jamie Childs, Peter Childs and Stuart Lenhoff are referred to hereinafter from time to time individually and collectively as "**Guarantor**"); and **American Enterprise Bank**, its successors and assigns ("**Lender**").

RECITALS:

A. Lender has made a loan ("**Loan**") to Borrower in the original principal amount of One Million Six Hundred Forty-Five Thousand and 00/100 Dollars (\$1,645,000.00). The Loan is evidenced by a certain Installment Note dated January 16, 2003 made by Borrower payable to Lender in the original principal amount of One Million Six Hundred Forty-Five and 00/100 Dollars (\$1,645,000.00) (the "**Note**"). The Maturity Date of the Note was extended to March 1, 2008 and the principal amount was reduced to One Million Five Hundred Six Thousand Five Hundred Fifty-Five and 45/100 Dollars (\$1,506,555.45) in that certain "Change In Terms Agreement" dated January 16, 2008 executed by Lender and Borrower.

B. The Note is secured by, among other things, that certain Mortgage, Security Agreement and UCC Financing Statement dated January 16, 2003, from Mortgagor to Lender and recorded with the Cook County Recorder in Cook County, Illinois ("**Recorder**") on January 22, 2003, as Document No. 0030100080 ("**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("**Property**").

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C. The Loan is further secured by an Assignment of Rents dated January 16, 2003 from Mortgagor to Lender and recorded with the Recorder on January 22, 2003, as Document No. 0030100081 ("**Mortgage**") ("**Assignment of Rents**").

D. The Loan is further secured by a Security Agreement dated January 16, 2003 from Mortgagor to Lender and recorded with the Recorder on January 22, 2003, as Document No. 0030100082 ("**Security Agreement**").

E. The Loan is further secured by a Guaranty of Payment dated January 16, 2003 from Jamie Childs to Lender ("**Jamie Childs Guaranty**"); by a Guaranty of Payment dated January 16, 2003 from Peter Childs to Lender ("**Peter Childs Guaranty**"), and by a Guaranty of Payment dated January 16, 2003 from Stuart Lenhoff to Lender ("**Stuart Lenhoff Guaranty**") (collectively, the "**Guaranties**").

F. The Note, Mortgage, Assignment of Rents, Security Agreement, Guaranties, and other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "**Loan Documents**."

G. Borrower desires to amend the Loan Documents in order to increase the principal amount of the Note by One Hundred Thirty-Five Thousand Four Hundred Forty-Four and 55/100 Dollars (\$135,444.55) from One Million Five Hundred Six Thousand Five Hundred Fifty-Five and 45/100 Dollars (\$1,506,555.45) to One Million Six Hundred Forty-Two Thousand and 00/100 Dollars (\$1,642,000.00), and to extend the Maturity Date of the Note by thirty-six (36) months from March 1, 2008 to March 1, 2011.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided in this Agreement, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The Recitals set forth above are incorporated into and made part of this Agreement.

2. **Modification of Loan Documents**. References in all Loan Documents to the principal amount of the Note are hereby modified and increased to One Million Six Hundred Forty-Two Thousand and 00/100 Dollars (\$1,642,000.00) and references in all Loan Documents to the Maturity Date of the Note are extended to March 1, 2011. Attached as **Exhibit "B"** to the Agreement for the Borrower's information is an estimated loan amortization schedule. In the event of any conflict between **Exhibit "B"** and the terms of this Agreement, the terms of this Agreement shall control.

3. **Representations and Warranties of Mortgagor and Borrower**. Mortgagor and Borrower hereby represent, covenant and warrant to Lender as follows:

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(a) To the best of its knowledge, the representations and warranties in the Note, the Mortgage and the other Loan Documents are true and correct in all material respects as of the date hereof.

(b) To the best of its knowledge, there is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Mortgagor and Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, any Guarantor 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, Mortgagor and Borrower have no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Mortgagor and Borrower each are validly existing under the laws of the State of its respective formation or organization and each has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Mortgagor and Borrower. This Agreement has been duly executed and delivered on behalf of Mortgagor and Borrower.

4. **Reaffirmation of Guaranties.**

(a) Jamie Childs ratifies and affirms the Jamie Childs Guaranty and agrees that it is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Jamie Childs in the Jamie Childs Guaranty are, as of the date hereof, true and correct in all material respects and Jamie Childs does not know of any default thereunder. The Jamie Childs Guaranty continues to be the valid and binding obligation of Jamie Childs, enforceable in accordance with its terms and Jamie Childs has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Jamie Childs Guaranty.

(b) Peter Childs ratifies and affirms the Peter Childs Guaranty and agrees that it is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Peter Childs in the Peter Childs Guaranty are, as of the date hereof, true and correct in all material respects and Peter Childs does not know of any default thereunder. The Peter Childs Guaranty continues to be the valid and binding

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obligation of Peter Childs, enforceable in accordance with its terms and Peter Childs has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Peter Childs Guaranty.

(c) Stuart Lenhoff ratifies and affirms the Stuart Lenhoff Guaranty and agrees that it is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Stuart Lenhoff in the Stuart Lenhoff Guaranty are, as of the date hereof, true and correct in all material respects and Stuart Lenhoff does not know of any default thereunder. The Stuart Lenhoff Guaranty continues to be the valid and binding obligation of Stuart Lenhoff, enforceable in accordance with its terms and Stuart Lenhoff has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Stuart Lenhoff Guaranty.

5. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all reasonable out-of-pocket third-party costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and reasonable attorneys' fees and expenses.

6. **Miscellaneous.**

(a) This Agreement is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Agreement may not be construed more strictly against Lender than against Mortgagor, Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Mortgagor, Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Mortgagor, Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, 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 parties state that they have read and understand this Agreement, 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.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Mortgagor, Borrower or Guarantor, nor will privity of contract be presumed to have been established with any third party.

(d) Mortgagor, Borrower, Guarantor and 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 Agreement, which collectively represent a complete integration of all prior and contemporaneous

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agreements and understandings of Mortgagor, Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Agreement. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage", the "Assignment of Rents," the "Security Agreement," or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Note, the Mortgage, the Assignment of Rents, the "Security Agreement and the other Loan Documents as amended from time to time. The paragraph and section headings used in this Agreement are for convenience only and shall not limit the substantive provisions hereof. All words in this Agreement that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Agreement that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

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

(h) Time is of the essence of each of Mortgagor's, Borrower's and Guarantor's obligations under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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This Agreement was executed as of the date and year set forth above.

LENDER:

AMERICAN ENTERPRISE BANK

By: _____
Daniel M. LaPetina, President

MORTGAGOR:

AMERICAN ENTERPRISE BANK, AS
TRUSTEE UNDER THE PROVISIONS OF A
TRUST AGREEMENT DATED
NOVEMBER 25, 2002, AND KNOWN AS
TRUST NO. 2018

By: _____
Its: _____

BORROWER:

P.S.J., INC., an Illinois corporation

By: _____
Stuart Lenhoff, President

GUARANTOR:

JAMIE CHILDS

GUARANTOR:

PETER CHILDS

Peter Childs

GUARANTOR:

STUART LENHOFF

Property of Cook County Clerk's Office

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This Agreement was executed as of the date and year set forth above.

LENDER:

AMERICAN ENTERPRISE BANK

By: _____
Daniel M. LaPetina, President

MORTGAGOR:

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TRUSTEE UNDER THE PROVISIONS OF A
TRUST AGREEMENT DATED
NOVEMBER 25, 2002, AND KNOWN AS
TRUST NO. 2018

By: _____
Its: _____

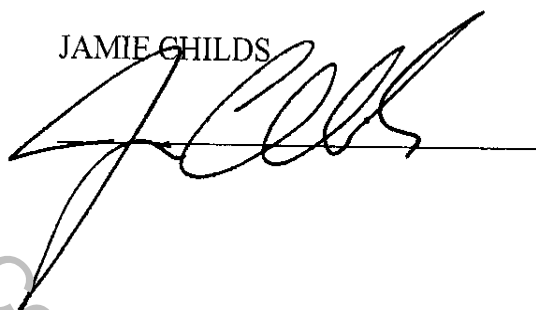
BORROWER:

P.S.J., INC., an Illinois corporation

By: _____
Stuart Lenhoff, President

GUARANTOR:

JAMIE CHILDS



GUARANTOR:

PETER CHILDS

GUARANTOR:

STUART LENHOFF

Property of Cook County Clerk's Office

UNOFFICIAL COPY

This Agreement was executed as of the date and year set forth above.

LENDER:

AMERICAN ENTERPRISE BANK

By: _____
Daniel M. LaPetina, President

MORTGAGOR:

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By: _____
Its: _____

BORROWER:

P.S.J., INC., an Illinois corporation

By: _____
Stuart Lenhoff, President

GUARANTOR:

JAMIE CHILDS

GUARANTOR:

PETER CHILDS

GUARANTOR:

STUART LENHOFF

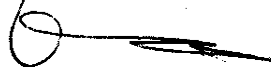
Property of Cook County Clerk's Office

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This Agreement was executed as of the date and year set forth above.

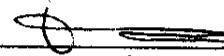
LENDER:

AMERICAN ENTERPRISE BANK

By: 
Daniel M. LaPetina, President

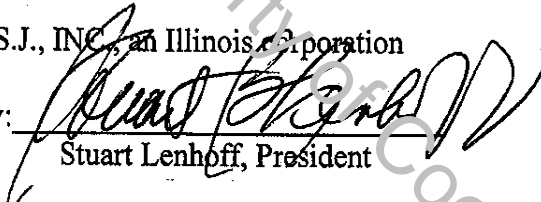
MORTGAGOR:

AMERICAN ENTERPRISE BANK, AS
TRUSTEE UNDER THE PROVISIONS OF A
TRUST AGREEMENT DATED
NOVEMBER 25, 2002, AND KNOWN AS
TRUST NO. 2018

By: 
Its: Trust Office

BORROWER:

P.S.J., INC., an Illinois corporation

By: 
Stuart Lenhoff, President

GUARANTOR:

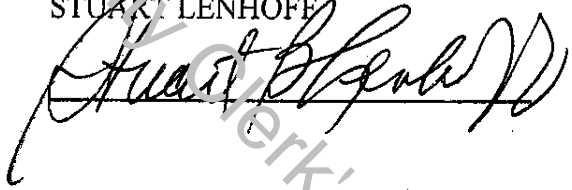
JAMIE CHILDS

GUARANTOR:

PETER CHILDS

GUARANTOR:

STUART LENHOFF



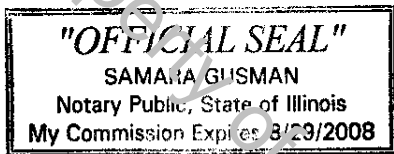
Property of Cook County Clerk's Office
EXCULPATION
HERE TO

UNOFFICIAL COPY

STATE OF ILLINOIS)
 Lake) ss
COUNTY OF COOK)

I *Samara Gusman*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL M. LAPETINA personally known to me to be the president of AMERICAN ENTERPRISE BANK, appeared before me this day in person and acknowledged that as such president he signed and delivered said instrument as his own free and voluntary act on behalf of AMERICAN ENTERPRISE BANK the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *24* day of March 2008.



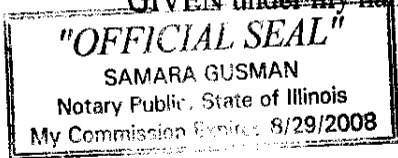
Samara Gusman
Notary Public

My Commission Expires: *8-29-08*

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)
 Lake

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Daniel M. Lapetina* personally known to me to be the trust officer of AMERICAN ENTERPRISE BANK, an Illinois banking association, 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 as such Trustee, *he* signed and delivered the said instrument pursuant to authority, given by AMERICAN ENTERPRISE BANK AS TRUSTEE OF THAT CERTAIN TRUST AGREEMENT KNOWN AS TRUST NO. 2018, as *his* free and voluntary act, and as the free and voluntary act and deed of said banking association, not individually but as Trustee for TRUST NO. 2018, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *24* day of March 2008.



Samara Gusman
Notary Public

My Commission Expires: *8-29-08*

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STATE OF ILLINOIS)
)
COUNTY OF Lake) ss

I Sophia Childs, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that STAURT LENHOFF, the president of P.S.J., INC., an Illinois corporation, 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 president he signed and delivered said instrument as his own free and voluntary act on behalf of P.S.J., Inc. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of March 2008.



Sophia Childs
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)
COUNTY OF Lake) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMIE CHILDS, an individual, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of March 2008.



Sophia Childs
Notary Public

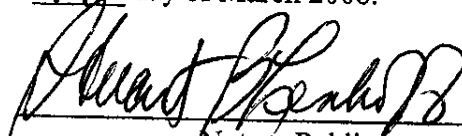
My Commission Expires: _____

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STATE OF ILLINOIS)
) ss
COUNTY OF LAKE)

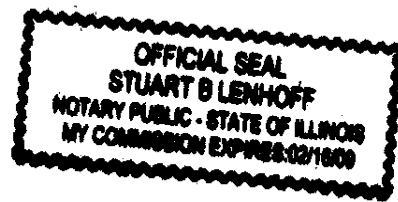
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PETER CHILDS is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17 day of March 2008.



Notary Public

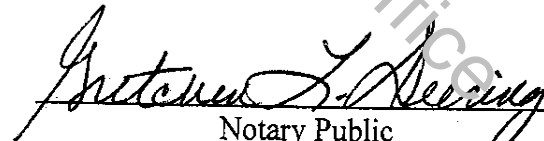
My Commission Expires: _____



STATE OF ILLINOIS)
) ss
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that STUART LENHOFF is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14~~th~~ day of March 2008.



Notary Public

My Commission Expires: _____



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EXHIBIT A

THE PROPERTY

PARCEL 1: THE LAND, EXCLUSIVE OF BUILDINGS AND IMPROVEMENTS, BEING THE EAST 242.50 FEET OF THE WEST 910.00 FEET OF THE SOUTH 330.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART TAKEN FOR GOLF ROAD, AS SHOWN ON DOCUMENT 10488002, AND EXCEPT THE SOUTH 20 FEET THEREOF).

PARCEL 2: RECIPROCAL EASEMENT OF INGRESS AND EGRESS APPURTENANT AND FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN AND CREATED BY AGREEMENT FOR RECIPROCAL EASEMENT OF INGRESS AND EGRESS DATED NOVEMBER 22, 1968 AND RECORDED MARCH 22, 1989 AS DOCUMENT 89125394 MADE BY AND BETWEEN BERKSHIRE LIFE INSURANCE COMPANY, LASALLE NB, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 13, 1987 AND KNOWN AS TRUST NUMBER 112307 AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 19, 1968 AND KNOWN AS TRUST NUMBER 52271 RELATING TO DRIVEWAY ACCESS TO GOLF ROAD AT THEIR COMMON PROPERTY LINE.

P.I.N. 07-10-400-011

Common Address: 100 East Golf Road, Schaumburg, Illinois 60173

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AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,642,000.00	03-01-2008	03-01-2011				***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: PSJ, INC.
1130 LAKE COOK RD STE 280
BUFFALO GROVE, IL 60089

Lender: American Enterprise Bank
600 N. Buffalo Grove
Buffalo Grove, IL 60089

Disbursement Date: March 1, 2008
Interest Rate: 6.750

Repayment Schedule: Balloon
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	04-01-2008	11,448.24	9,544.13	1,904.11	1,640,095.89
2	05-01-2008	11,448.24	9,225.54	2,222.70	1,637,873.19
3	06-01-2008	11,448.24	9,520.14	1,928.10	1,635,945.09
4	07-01-2008	11,448.24	9,202.19	2,246.05	1,633,699.04
5	08-01-2008	11,448.24	9,495.88	1,952.36	1,631,746.68
6	09-01-2008	11,448.24	9,484.53	1,963.71	1,629,782.97
7	10-01-2008	11,448.24	9,167.53	2,280.71	1,627,502.26
8	11-01-2008	11,448.24	9,459.86	1,988.38	1,625,513.88
9	12-01-2008	11,448.24	9,143.52	2,304.72	1,623,209.16
2008 TOTALS:		103,034.16	84,243.32	18,790.84	
10	01-01-2009	11,448.24	9,434.90	2,013.34	1,621,195.82
11	02-01-2009	11,448.24	9,423.20	2,025.04	1,619,170.78
12	03-01-2009	11,448.24	8,500.65	2,947.59	1,616,223.19
13	04-01-2009	11,448.24	9,394.30	2,053.94	1,614,169.25
14	05-01-2009	11,448.24	9,079.70	2,368.54	1,611,800.71
15	06-01-2009	11,448.24	9,368.59	2,079.65	1,609,721.06
16	07-01-2009	11,448.24	9,054.68	2,393.56	1,607,327.50
17	08-01-2009	11,448.24	9,342.59	2,105.65	1,605,221.85
18	09-01-2009	11,448.24	9,330.35	2,117.89	1,603,103.96
19	10-01-2009	11,448.24	9,017.46	2,430.78	1,600,673.18
20	11-01-2009	11,448.24	9,303.91	2,144.33	1,598,528.85
21	12-01-2009	11,448.24	8,991.72	2,456.52	1,596,072.33
2009 TOTALS:		137,378.88	110,272.05	27,136.83	
22	01-01-2010	11,448.24	9,277.17	2,171.07	1,593,901.26
23	02-01-2010	11,448.24	9,264.55	2,183.69	1,591,717.57
24	03-01-2010	11,448.24	8,356.52	3,091.72	1,588,625.85
25	04-01-2010	11,448.24	9,233.89	2,214.35	1,586,411.50
26	05-01-2010	11,448.24	8,923.56	2,524.68	1,583,886.82
27	06-01-2010	11,448.24	9,206.34	2,241.90	1,581,644.92
28	07-01-2010	11,448.24	8,896.75	2,551.49	1,579,093.43
29	08-01-2010	11,448.24	9,178.48	2,269.76	1,576,823.67
30	09-01-2010	11,448.24	9,165.29	2,272.95	1,574,540.72
31	10-01-2010	11,448.24	8,856.79	2,591.45	1,571,949.27
32	11-01-2010	11,448.24	9,136.96	2,311.28	1,569,637.99
33	12-01-2010	11,448.24	8,829.21	2,619.03	1,567,018.96
2010 TOTALS:		137,378.88	108,325.51	29,053.37	
34	01-01-2011	11,448.24	9,108.30	2,339.94	1,564,679.02
35	02-01-2011	11,448.24	9,094.70	2,353.54	1,562,325.48
36	03-01-2011	1,570,527.69	8,202.21	1,562,325.48	0.00
2011 TOTALS:		1,593,424.17	26,405.21	1,567,018.96	
TOTALS:		1,971,216.09	329,216.09	1,642,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

EXHIBIT "B"

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Trustee's Exculpation Clause

This document is executed by American Enterprise Bank, 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, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Trustee, either individually or as Trustee aforesaid, for the performance of any of the terms and conditions of this document or for the validity or condition of the title of any property or for any agreement with respect thereto. Any and all personal liability of American Enterprise Bank is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trust's beneficiaries only and shall not be considered the responsibility or liability of the Trustee. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Trustee.

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CONSENT OF PARTICIPATING LENDER

I, the undersigned, am the Senior V.P. of Bank of Lincolnwood (the "Bank"). On December 16, 2002, the Bank, as Participant, and the Lender, as Lead Lender, entered into a Loan Participation Agreement under the terms of which the Participant purchased from Lead Lender an undivided interest in the Loan to Borrower and the Loan Documents. The Bank hereby agrees and consents to the Loan Modification Agreement dated March 1, 2008, and the changes in the terms set forth therein.

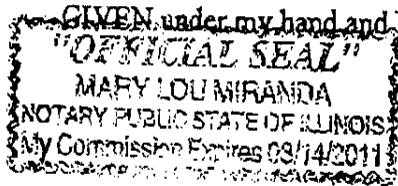
BANK OF LINCOLNWOOD

By: *[Signature]*
Its: SVP

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I Mary Lou Miranda, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stewart Anderson personally known to me to be the Vice President of BANK OF LINCOLNWOOD, appeared before me this day in person and acknowledged that as such _____ he signed and delivered said instrument as his own free and voluntary act on behalf of BANK OF LINCOLNWOOD for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of March 2008.



Mary Lou Miranda
Notary Public

My Commission Expires: 3-14-11