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3907/0101 26 001 Page 1 of 11
1998-12-11 11:11:30
Cook County Recorder 41.50



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FOURTH MODIFICATION AGREEMENT

THIS FOURTH MODIFICATION AGREEMENT (this "Agreement") dated as of the 30th day of September, 1998, by and between FRACAR SHEET METAL MFG. CO., INC., an Illinois corporation ("Borrower"), 9611 ASSOCIATES, L.P., an Illinois limited partnership ("9611"), JOHN J. DOMBEK, JR. and PRISCILLA W. DOMBEK (collectively, the "Dombeks"), and LASALLE NATIONAL BANK, formerly known as LASALLE BANK NI ("Bank").

RECITALS:

A. Bank previously made a loan (the "Revolving Loan") to Borrower in the stated principal amount of \$1,000,000.00, which was evidenced by a certain Secured Revolving Promissory Note dated July 31, 1996 in the principal amount of \$1,000,000.00 from Borrower to Bank (the "Revolving Note").

B. The Revolving Note is secured by among other things, (i) a certain Mortgage and Security Agreement with Assignment of Rents dated as of November 19, 1996 by 9611 in favor of the Bank ("9611 Mortgage") and recorded in the Office of the Cook County Recorder of Deeds ("Recorder's Office") on November 27, 1996 as Document No. 96-905771 encumbering the property legally described in Exhibit "A" attached hereto ("9611 Property"); (ii) a Junior Mortgage dated as

**This document was prepared by
and after recording return to:**

Edward W. Malstrom
Miller, Shakman, Hamilton
Kartzon & Schlifke
208 South LaSalle Street
Chicago, Illinois 60604

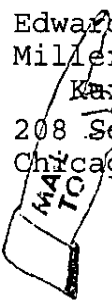
Permanent Index Numbers:

See Attached Exhibits
"A" and "B"

Address of Property:

See Attached Exhibits
"A" and "B"

Near North National Title
N9602214 & N9601494
Dall
CME



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of November 19, 1996 made by the Dombeks in favor of the Bank ("Junior Mortgage") and recorded in Recorder's Office on November 27, 1996 as Document No. 96-05779 encumbering the property legally described in Exhibit "B" attached hereto ("Dombek's Property"); and (iii) an Assignment of Leases and Rents dated November 19, 1996 by 9611 in favor of Bank and recorded in Recorder's Office on November 27, 1996 as Document No. 96-905772 encumbering the 9611 Property ("9611 Assignment").

C. The maturity date of the Revolving Note was extended from June 30, 1997 to August 30, 1997 by that certain Note Modification Agreement dated as of July 22, 1997 between Borrower and Bank ("First Modification").

D. The maturity date of the Revolving Note was extended from August 30, 1997 to October 31, 1997 by that certain Second Note Modification Agreement dated as of September 12, 1997 between Borrower and the Bank ("Second Modification").

E. The maturity date of the Revolving Note was extended from October 31, 1997 to July 31, 1998 by that certain Second Amendment to Revolving and Term Loan and Security Agreement dated as of October 31, 1997 by and between Borrower and Bank ("Second Amendment").

F. The 9611 Mortgage and 9611 Assignment were modified by a certain Modification of Mortgage and Other Loan Documents dated as of October 31, 1997 between 9611 and the Bank and recorded in Recorder's Office on February 10, 1998, as Document No. 98111946 ("9611 Mortgage and Assignment Modification"). The Junior Mortgage was modified by a certain Modification of Junior Mortgage between the Dombeks and the Bank dated as of October 31, 1997 and recorded in Recorder's Office on February 10, 1998 as Document No. 98111945 ("Modification of Junior Mortgage").

G. The maturity date of the Revolving Note was extended from July 31, 1998 to September 30, 1998 by that certain Third Note Modification agreement dated as of July 31, 1998 by and between Borrower and Bank ("Third Modification").

H. Borrower has requested that Bank extend the maturity date of the Revolving Note from September 30, 1998 to May 1, 1999, and subject to the conditions herein below set forth, Bank is willing to do so.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Agreement. All defined terms used herein and

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not otherwise defined herein shall have the meanings ascribed to them in the Revolving Note, as amended.

2. The maturity date of the Revolving Note, as amended by the First Modification, Second Modification, Second Amendment and Third Modification, is hereby extended from September 30, 1998 to May 1, 1999. All documents which secure, guaranty or were otherwise given to Bank in connection with the Revolving Note, as modified, are hereby modified to reflect such new maturity date.

3. In consideration of the payment by Borrower to Bank of a \$5,000.00 covenant waiver fee, Bank hereby waives the requirement of Borrower contained in Section 8(d) of that certain Revolving and Term Loan and Security Agreement dated as of July 31, 1996, as amended, to provide Bank with a Certified Public Accountant reviewed financial statement for the fiscal year ended December 31, 1997.

4. 9611 and the Dombeks each acknowledges and consents to the modifications of the documents as described herein including the modifications of the 9611 Mortgage, 9611 assignment and Junior Mortgage, as such documents have previously been modified, to reflect the change in the maturity date of the Revolving Note, as modified.

5. Borrower represents and warrants that as of the date hereof, there exists no default or Event of Default hereunder or under the Revolving Note, as amended nor, to the best of Borrower's knowledge, any condition that with the passing of time or giving of notice or both without cure by Borrower within the applicable notice and cure or grace periods provided in the Revolving Note, as amended, would constitute an Event of Default hereunder or under the Revolving Note, as amended.

6. Contemporaneously with the execution and delivery hereof, Borrower shall pay or cause to be paid all closing costs and expenses, including the fees of Bank's attorneys, incurred in connection with the transactions contemplated herein.

7. Borrower hereby acknowledges that (i) as of the date hereof Borrower has no defense, offset or counterclaim with respect to the payment of any sum owed to Bank, or with respect to any covenant in the Revolving Note, as amended; (ii) Borrower hereby remakes and ratifies all representations, warranties and agreements made by it in and upon the execution and delivery of the Revolving Note and in the other documents delivered in connection with this Agreement; (iii) Bank, on and as of the date hereof, has fully performed all obligations to Borrower which it may have had or has on and as of the date hereof; (iv) by entering into this Agreement, Bank does not waive any condition or obligation in the Revolving Note, as amended.

8. Nothing herein contained shall impair the Revolving Note, as amended, in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly herein provided nor affect or impair any right, power or remedy of Bank, it being the intention of the parties hereto that the terms and provisions of the Revolving Note, as amended, shall continue in full force and effect except as expressly modified in connection herewith.

9. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed as of the day and year first above written.

FRACAR SHEET METAL MFG. CO., INC.,
an Illinois corporation

By: 

Its: President

LASALLE NATIONAL BANK, formerly
known as LASALLE BANK NI

By: 

Its: AVP

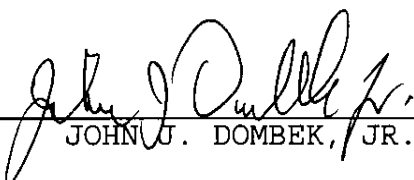
9611 ASSOCIATES, L.P., an Illinois
limited partnership

By: 9611 Company, an Illinois
corporation

Its: General Partner

By: 

Its: General Partner


JOHN J. DOMBEK, JR.

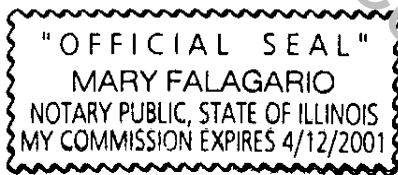

PRISCILLA W. DOMBEK

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 22nd day of OCTOBER, 1998, before me personally appeared JOHN J. DOMBEK III, the PRESIDENT of FRACAR SHEET METAL MFG. CO., an Illinois corporation to me known to be the same person who signed the foregoing instrument as his free act and deed as such person for the use and purpose therein mentioned, and that the said instrument is the act and deed of said company.

WITNESS my signature and official seal at SCHILLER PARK in the County of COOK and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)



Mary Falagario
Notary Public
My Commission Expires: April 12, 2001

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I HEREBY CERTIFY that on this 28th day of October, 1998, before me personally appeared Michael Whitehead the AVP of LASALLE NATIONAL BANK, formerly known as LaSalle Bank NI, to me known to be the same persons who signed the foregoing instrument as their free act and deed of such person for the use and purpose therein mentioned, and that the such instrument is the act and deed of such bank.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

Maria C. Hernandez
Notary Public

My Commission Expires: 10/19/02



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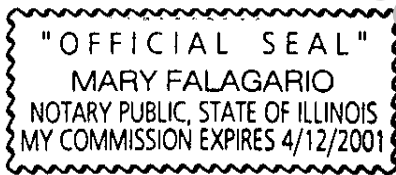
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STATE OF ILLINOIS)
) SS
COUNT OF COOK)

I, the undersigned, a Notary Public in and for said count, in the State aforesaid DO HEREBY CERTIFY that JOHN J. DOMBEK, JR. and PRISCILLA W. DOMBEK, personally to me known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of October, 1998.

(NOTARY SEAL)



Mary Falagario
NOTARY PUBLIC

My Commission Expires: April 12, 2001

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EXHIBIT "A"

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LEGAL DESCRIPTION

"9611 PROPERTY"

LOTS 1 THROUGH 14, INCLUSIVE, IN BLOCK 1 IN FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE RIGHT-OF-WAY OF WISCONSIN CENTRAL RAILROAD IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS.:

12-09-409-011, 12-09-409-012
12-09-409-013, 12-09-409-014
12-09-409-020, 12-09-409-021

ADDRESS OF PROPERTY:

9611 West Foster Avenue
Schiller Park, Illinois 60176

Property of Cook County Clerk's Office

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EXHIBIT "B"

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LEGAL DESCRIPTION

"DOMBEK'S PROPERTY"

UNIT NUMBER 13-C-N AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): BEGINNING FOR THE SAME AT THE POINT WHERE THE WEST LINE OF LAKE SHORE DRIVE (200 FEET WIDE) INTERSECTS WITH THE SOUTH LINE OF SCOTT STREET (66 FEET WIDE), AND RUNNING THENCE ALONG THE WEST LINE OF LAKE SHORE DRIVE SOUTH 192 FEET 2 1/8TH INCHES; THENCE NORTH AT AN ANGLE OF 88 DEGREES 17 MINUTES WEST 122 FEET 9 1/2 INCHES TO THE EAST LINE OF STONE STREET (66 FEET WIDE); THENCE ALONG THE EAST LINE OF STONE STREET, NORTH 192 FEET 1 3/4THS INCHES, TO THE SOUTH LINE OF SCOTT STREET AFORESAID; AND THENCE ALONG THE SOUTH LINE OF SCOTT STREET EAST 117 FEET 1 3/4THS INCHES TO THE POINT OF BEGINNING BEING ALL OF LOTS NUMBERED 1 AND 2 IN LAWRENCE AND SYMONDS' SUBDIVISION OF LOTS 1 AND 2 AND THE NORTH 15 FEET OF LOT 3 IN BLOCK 8 IN H.O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO THE SOUTH 25 FEET OF LOT 3 ALL OF LOT 4 AND THE NORTH 32 FEET OF LOT 5 ALL IN BLOCK 8 IN H.O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO AFORESAID AND ALL LAND DERIVED BY WAY OF ACCRETION OR OTHERWISE LYING EAST TO THE EAST LINES OF SAID LOTS AS ORIGINALLY SUBDIVIDED AND WEST OF THE WEST LINE OF LAKE SHORE DRIVE AS NOW ESTABLISHED ALL SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS IN SECTION 3, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 36853 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 20892901 AND AMENDED BY DOCUMENT 20946638 RECORDED September 1, 1969 AND AS FURTHER AMENDED BY DOCUMENT 21011644 RECORDED NOVEMBER 13, 1969, TOGETHER WITH AN UNDIVIDED .5101 INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.:

17-03-114-003-1051

ADDRESS OF REAL ESTATE;

1212 NORTH LAKE SHORE DRIVE,
UNIT 13CN
CHICAGO, ILLINOIS 60610