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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/16/2009 04:46 PM Pg: 1 of 7

RECORDATION REQUESTED BY:

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188252-1072

WHEN RECORDED MAIL TO:

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FOR RECORDER'S USE ONLY

This Modification of Mortgage and Assignment of Rents
prepared by:

Aaron J. Efta, Esq.
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS dated November 5, 2009, is made and executed between Chicago Title Land Trust Company, not personally but as successor trustee of Chicago Title Land Trust Company Trust Number 5095AH, whose address is 181 West Madison Street, 17th Floor, Chicago, Illinois 60602 (referred to below as "*Grantor*") and Harris N.A., whose address is 111 West Monroe Street, Chicago, Illinois 60603 (referred to below as "*Lender*").

MORTGAGE AND ASSIGNMENT. In order to secure certain indebtedness of Grantor owing to Lender, Grantor executed and delivered to Lender (i) a Mortgage dated June 1, 2006, recorded July 18, 2006, as document number 0619944001 (the "*Mortgage*"), and (ii) an Assignment of Rents dated June 1, 2006, recorded July 18, 2006, as document number 0619944002 (the "*Assignment*"), each of which have been recorded in COOK COUNTY, STATE OF ILLINOIS.

REAL PROPERTY DESCRIPTION. The Mortgage and the Assignment covers the following described real property in COOK COUNTY, STATE OF ILLINOIS:

LOT 8 IN SCHAUMBURG INDUSTRIAL PARK UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

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OCTOBER 2, 1964 AS DOCUMENT NO. 19263036, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF TOWER ROAD, WITH THE EASTERLY PROPERTY LINE OF SAID LOT 8; THENCE WEST ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 75 FEET TO A POINT; THENCE SOUTHEASTERLY A DISTANCE OF 101.55 FEET TO A POINT ON THE SAID EASTERLY PROPERTY LINE; THENCE NORTH A DISTANCE OF 68.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1321 Tower Road, Schaumburg, Illinois 60173. The Real Property tax identification number is 07-12-300-010-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage and the Assignment as follows:

This Modification of Mortgage and Assignment of Rents reflects the following: (1) that the Mortgage and the Assignment now secure (i) a Promissory Note of Alpha Communications, Inc., an Illinois corporation ("*Alpha*") dated November 10, 2008 in the principal sum of One Million and 00/100 Dollars (\$1,000,000.00) and payable to the order of Lender whereby Alpha promises to pay said principal sum together with interest thereon prior to maturity at a variable interest rate based on an index (and after maturity until paid at the rate per annum determined by adding 5% to the rate applicable thereto at such maturity) at the times therein provided, with a final maturity of all principal and interest not required to be sooner paid of November 10, 2009, or such later date extended by Lender in its sole discretion, (ii) a Promissory Note of Alpha dated February 22, 2006 in the principal sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) and payable to the order of Lender whereby Alpha promises to pay said principal sum together with interest thereon prior to maturity at the rate per annum equal to 6.5% (and after maturity until paid at the rate per annum determined by adding 5% to the rate applicable thereto at such maturity) at the times therein provided, with a final maturity of all principal and interest not required to be sooner paid of February 10, 2011, and (iii) a Promissory Note of Grantor dated June 1, 2006 in the principal sum of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) and payable to the order of Lender whereby Grantor promises to pay said principal

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sum together with interest thereon prior to maturity at the rate per annum equal to 6.5% (and after maturity until paid at the rate per annum determined by adding 5% to the rate applicable thereto at such maturity) at the times therein provided, with a final maturity of all principal and interest not required to be sooner paid of June 1, 2011, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such Promissory Notes (collectively, the "Notes"); and (2) at no time shall the principal amount of indebtedness secured by the Mortgage and the Assignment, not including sums advanced to protect the security of the Mortgage and the Assignment, exceed the amount of \$2,192,000. All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage and the Assignment shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage and/or the Assignment as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or promissory notes or other Related Documents secured by the Mortgage and the Assignment. All references in the Mortgage and the Assignment to the term "Note" shall be deemed references to the term "Notes" as defined herein, together with all other promissory notes currently secured by the Mortgage and the Assignment and any and all promissory notes, if any, issued in extension or renewal thereof or in substitution or replacement thereof. It is the intention of Lender to retain as liable all parties to the Mortgage and the Assignment and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification.

[SIGNATURE PAGE TO FOLLOW]

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MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS
(Continued)

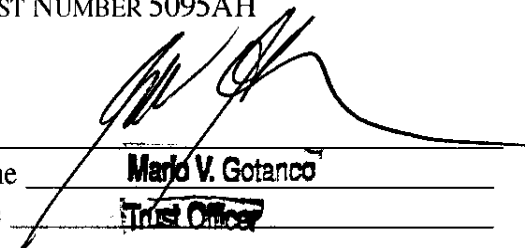
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS IS DATED AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

Grantor:

CHICAGO TITLE LAND TRUST COMPANY TRUST
NUMBER 5095AH

CHICAGO TITLE LAND TRUST COMPANY, NOT
PERSONALLY BUT AS TRUSTEE UNDER THAT
CERTAIN TRUST AGREEMENT DATED
SEPTEMBER 16, 1996 AND KNOWN AS
CHICAGO TITLE LAND TRUST COMPANY
TRUST NUMBER 5095AH

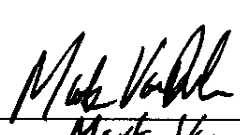
Property of Cook County Clerk's Office

By 
Name Mario V. Gotanco
Title Trust Officer

**Attestation not required
pursuant to corporate by-laws.**
By _____
Name _____
Title _____

Lender:

HARRIS N.A.

By 
Name Mark Van DeLem
Title 11-12-09 vice president

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS
(Continued)

GRANTOR ACKNOWLEDGEMENT

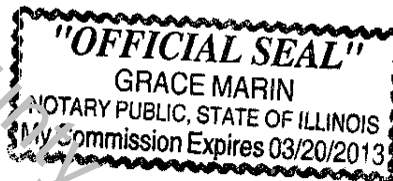
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 12th day of November, 2009, before me, the undersigned Notary Public, personally appeared Mario V. Gotanco, as Trust Officer and ~~as~~ _____, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and Assignment of Rents and acknowledged the Modification of Mortgage and Assignment of Rents to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification of Mortgage and Assignment of Rents and in fact executed the Modification of Mortgage and Assignment of Rents on behalf of the trust.

By Grace Marin
Notary Public in and for the State of Illinois

Residing at _____

My commission expires 3/20/2013



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(Continued)

LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

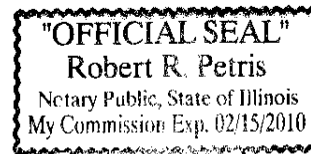
On this 12TH day of November, 2009 before me, the undersigned Notary Public, personally appeared MARK VAN DAUM and known to me to be the VICE PRESIDENT, authorized agent for the Lender that executed the Modification of Mortgage and Assignment of Rents and acknowledged the Modification of Mortgage and Assignment of Rents to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the Modification of Mortgage and Assignment of Rents and that the seal affixed is the corporate seal of said Lender.

By Robert R. Petris

Residing at 936 Kings Row, Palatine, IL

Notary Public in and for the State of Illinois

My commission expires 2/15/10



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EXCULPATORY RIDER

This instrument is executed by Chicago Title Land Trust Company, as successor trustee under the provisions of a Trust Agreement dated **09-16-96** and known as Trust no. **5095AH** not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Chicago Title Land Trust Company warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Chicago Title Land Trust Company in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Chicago Title Land Trust Company on account of any representations, warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.