

BOX 333-CC

Permanent Index No.: 09-19-301-018
 Address of Premises: 130 Rawls Road
 Des Plaines, Illinois
 Alvin L. Kruse
 Seyfarth, Shaw, Fairweather &
 Geraldson
 Suite 4200
 55 East Monroe Street
 Chicago, Illinois 60603

This instrument prepared by and to
 be returned after recording to:

88480251

(iv) Assignment of Rents and Leases from the Mortgagor and the Beneficiary to the Bank on the Premises and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 7, 1987, as Document No. 87645188;

(iii) Mortgage and Security Agreement from the Mortgagor to the Bank mortgaging the property described in Exhibit A attached hereto (the "Premises") and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 7, 1987, as Document No. 87645188;

(ii) Mortgage Note (the "Note") from the Mortgagor to the Bank;

(i) Commitment Letter from the Bank to the Mortgagor and the Beneficiary;

WHEREAS, the Mortgagor, the Beneficiary, the individual Guarantor and the Bank heretofore entered into the following documents (collectively, the "Documents"), each dated as of October 1, 1987:

W I T N E S S E I H:

THIS MODIFICATION AGREEMENT dated as of September 30, 1988, by and among LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated September 20, 1985, and known as 110344 (the "Mortgagor"), RAWLS 130, an Illinois partnership (the "Beneficiary"), STEPHEN NARDI (the "Individual Guarantor"), and THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (the "Bank");

1988

MODIFICATION AGREEMENT

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RIDER ATTACHED TO AND MADE A PART OF
UNOFFICIAL COPY
(TRUSTEE AGREEMENT)
MORTGAGE (EXTENSION AGREEMENT)
(ADDITIONAL ADVANCE AGREEMENT)
... (MODIFICATION AGREEMENT)

DATED SEPTEMBER 30, 1958 UNDER TRUST NO. 110344

This instrument is executed by LASALLE NATIONAL 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. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall pass upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders, of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

110344

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render unenforceable any other provision hereof. This Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

Section 8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

Section 7. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives. Section 6. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and other than as are herein set forth.

Section 5. Documents to Remain in Effect. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein.

Section 4. Attachment to Note. An executed copy of this Agreement shall be attached by the Bank to the Note, and the Bank shall place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 3. Financing Fee. The Mortgage and the Beneficiary shall pay a financing fee to the Bank in the amount of \$8,250 on the date of the execution and delivery of this Agreement, which amount represents 1/2% of the face amount of the Note.

Section 2. Extension of Maturity. The maturity date of the Note is hereby extended to March 31, 1989, and all of the Documents are hereby modified and amended accordingly.

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

(vii) Guaranty of Payment and Performance from the Beneficiary and the Individual Guarantor to the Bank; and

(vi) Collateral Assignment of Beneficial Interest from the Beneficiary to the Bank; and

(v) Security Agreement from the Beneficiary to the Bank;

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Section 9. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 10. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 11. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LASALLE NATIONAL BANK, as Trustee
as aforesaid and not personally

By aw 

Title: _____

(SEAL)

Attest:


Title: _____

ASSISTANT SECRETARY

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RAWLS 130, an Illinois partnership

By *Stephen J. Nardi*
Stephen Nardi, Partner

By *Gary Shifin*
Gary Shifin, Partner

By *Murray J. Lewison*
Murray Lewison, Partner

Stephen J. Nardi
Stephen Nardi

THE EXCHANGE NATIONAL BANK OF CHICAGO

By *Paul Kelly*
Title: *COMMERCIAL BANKING OFFICER*

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED FOR RECORD
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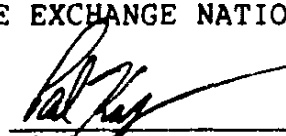
CONSENT TO EXECUTION

The Exchange National Bank of Chicago, as assignee under the Collateral Assignment of Beneficial Interest referred to above, hereby consents to the execution of this instrument by the Mortgagor.

Dated: September 30, 1988.

THE EXCHANGE NATIONAL BANK OF CHICAGO

By



Title COMMERCIAL BANKING OFFICER

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 19 day of October, 1988, by Corinne Bok and William H. Miller, Assistant Vice President and Assistant Vice President respectively, of LaSalle National Bank, a national banking association, Trustee under a Trust Agreement dated September 20, 1985, and known as 110344, on behalf of said Trustee.

Quelby F. Miller
Notary Public
My Commission Expires August 9, 1989

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 19th day of September, 1988, by Stephen Nardi, Gary Shifin and Murray Lewison, partners on behalf of Rawls 130, an Illinois partnership.

James Chiswick
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 19th day of September, 1988, by Stephen Nardi.

James Chiswick
Notary Public

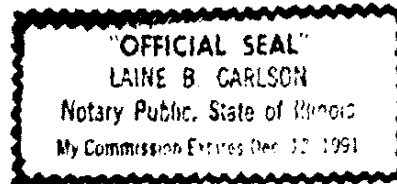
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me
this 30th day of September, 1988, by Laine B. Carlson
Tom Banking Office of The Exchange National of
Chicago, a national banking association, on behalf of the
association.

Laine B. Carlson
Notary Public



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That part of Lot 8 lying North of a line drawn parallel and 259.03 feet South of the North line of said Lot 8 measured at right angles thereto in Anderson Miller Des Plaines Industrial Park North, being a Subdivision in the South 1/2 of the South West 1/4 of Section 19, Township 41 North, Range 12 East of the Third Principal Meridian, (except that part taken for Oakton Street as described in Document 10627381 recorded April 30, 1930 Plat 284 Pages 18 to 25 inclusive), in Cook County, Illinois

LEGAL DESCRIPTION OF PREMISES

EXHIBIT A