

RECORDING REQUESTED BY:

FOOTHILL CAPITAL CORPORATION

AND WHEN RECORDED MAIL TO:

California Lenders' & Attorneys' Services
1000 G Street, Suite 225
Sacramento, CA 95814 (916) 447-6237

-88-564742

WAIVER AND CONSENT BY REAL PROPERTY OWNER(S)
("Waiver and Consent")

THIS WAIVER AND CONSENT is made and entered into between FOOTHILL CAPITAL CORPORATION
(hereinafter referred to as "Secured Party"); and T. ROWE PRICE REALTY INCOME FUND, II
(hereinafter referred to as "Owner"), whether one or more, and affects that real property in Elk Grove Village,
County of Cook, State of Illinois, described as:
See Exhibit "A" attached hereto
and commonly known as 835 Bonnie Lane, Elk Grove Village,
Illinois 60007 (hereinafter referred to as "the Premises").

This Waiver and Consent is executed to induce Secured Party to enter into or refrain from terminating a Security
Agreement dated 8-29-88 and other Agreements dated 8-29-88 (hereinafter referred
to jointly as "Agreements") with XCEL CORPORATION
(hereinafter referred to as "Debtor"), which Agreements, among other things, were given by Debtor to Secured Party
for the purpose of securing payment of the purchase price of the "Goods" referred to below, and/or all obligations and
performance of all duties now or hereafter owing by Debtor to Secured Party, of every kind and description. This
Waiver and Consent does not amend any of the terms of the Agreements and reference thereto is made for further
particulars

By the Agreements, Secured Party shall sell or lease, or has sold or leased or lent credit or monies or has loaned
credit or monies against the security of merchandise, equipment, furniture, furnishings, fixtures, machinery and tools,
together with all additions, substitutions, replacements, improvements and repairs to same (hereinafter referred to as
"Goods") to Debtor, which Goods are or are to be located on and may be affixed to the Premises or improvements
thereon.

Secured Party and Owner agree that:

- 1. The Goods shall be and remain personal property notwithstanding the manner of their annexation to the
Premises, their adaptability to the uses and purposes for which the Premises are used and the intentions of the party
making the annexation.
2. Any rights which Owner may claim to have in and to the Goods, no matter how arising, shall be second and
subordinate to the rights of Secured Party therein.
3. Owner consents to the installation of the Goods on the Premises, agrees that Secured Party may do to and with
the Goods any or all of the acts below enumerated, and grants Secured Party a license to enter into possession of the
Premises to do any or all of the following to said Goods: assemble, have appraised, display, operate, sever, remove,
maintain, prepare for sale or lease, repair, lease, transfer and/or sell (at public auction[s] or private sale[s]), the
Goods, or any part thereof.
4. The Waivers and Consents herein granted shall continue until such time as Secured Party has been paid the full
purchase price of the Goods and/or all obligations and expenses (including, without limitation, reasonable attorneys'
fees) have been paid and all covenants and conditions as more specifically enumerated in the Agreements have been
fully performed.
5. Secured Party shall have the right and license to occupy the Premises for the purposes described in Paragraph
4. above, for a period of up to ninety (90) days (at Secured Party's discretion), following Owner's placing Secured
Party in possession of the Premises, or abandonment of the Premises by Debtor, whichever occurs later. Secured
Party shall pay Owner, periodically, a daily license fee equivalent to one-thirtieth (1/30th) of the minimum monthly
rental provided for in the lease agreement between owner and Debtor. Any extensions of the foregoing period shall
be with the written consent of Owner and at the same rate. All structural damage to the Premises caused by the
removal of the Goods shall be repaired by Secured Party at its expense.
6. This Waiver and Consent shall be interpreted under the laws of the State of California and shall inure to the
benefit of and be binding upon the successors, heirs and assigns of Owner and Secured Party.

Dated: October 25, 19 88
FOOTHILL CAPITAL CORPORATION
By: Pamela S. Ferris
Title: Vice President
Address: 11111 Santa Monica Blvd., Suite 1500
Los Angeles, CA 90025-3333

Dated: 10/24, 19 88
T. ROWE PRICE REALTY INCOME FUND II
By: [Signature]
Title: V.P.
Address: 515 SOUTH FLOWER ST, #3100
LOS ANGELES, CA 90071

-88-564742

UNOFFICIAL COPY

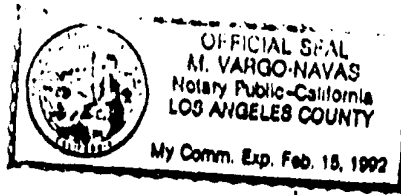
Property of Cook County Clerk's Office

-88-564712

# UNOFFICIAL COPY

STATE OF CALIFORNIA )  
 )  
COUNTY OF Los Angeles ) ss.

On October 25, 1988, before, the undersigned, a Notary Public in and for said State, personally appeared Pamela S. Feroo personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, on behalf of FOOTHILL CAPITAL CORPORATION, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



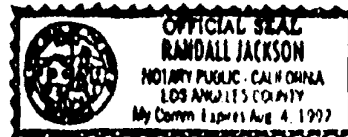
WITNESS my hand and official seal.

Signature M. Vargo-Navas

(This area for official notarial seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF Los Angeles ) ss.

On October 24, 1988, before, the undersigned, a Notary Public in and for said State, personally appeared Mark B. Ruhe personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, on behalf of T. Rowe Price Realty Income Fund II, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



WITNESS my hand and official seal.

Signature Randall Jackson

(This area for official notarial seal)

-89-561742

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## EXHIBIT 'A'

The property commonly known as 835 Bonnie Lane, located in the City of Elk Grove Village, County of DuPage, State of Illinois is more fully described as follows:

Property of Cook County Clerk's Office

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