TILDR 220735

88294171

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Loeb and Loeb 10100 Santa Monica Boulevard Suite 2200 Los Angeles, California 90067

Attention: Diane Carey, Esq.

PIN 06-21-201-025 06 - 22 - 100 -018

Address: Surrey Meadows Streamwood, IL

--SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY-----

Anden - Surrey Meadows C/L

MODIFICATION AND EXTENSION AGREEMENT

ORIGINAL

THIS MODIFICATION AND EXTENSION AGREEMENT, by and between THE ANDEN GROUP, A California Limited Partnership ("Borrower"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Lender"), is made with reference to the following facts:

Lender has heretofore made to ESR Corporation, a California corporation ("ESR"), a Thirteen Million Four Hundred Forty Thousand Dollar (\$13,440,000) loan (the "Loan") pursuant to the terms of a Construction Loan Agreement (the "Loan Agreement") dated April 27, 1987. The Loan is evidenced by a Promissory Note Secured by Mcr. gage (the "Note") dated April 27, 1987, made by ESR to the order of Lender in the original principal sum of Thirteen Million Four Hundred Forty Thousand Dollars (\$13,440,000) and is secured by a Construction Mortgage and Security Agreement (the "Mortgage") of even date therewith, executed by ESR in favor of Lender, and recorded June 10, 1987, as Document No. LR3, 22.803 in the Official Records of Cook County, Illinois. Borrower has heretofore assumed all of ESR's obligations under the Loan Agreement, the Note and the Mortgage with Lender's consent.

The Note became due and payable in accordance with its terms on May 1, 1988, and Lender and Borrow'r now desire to extend the maturity date of the Note to May 1, 1989.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

Effective upon the recordation of a fully executed original of this Agreement, the Note shall be, and hereby is, amended to provide that the total unpaid principal balance thereof and all accrued but unpaid interest thereon shall be due and payable on May 1, 1989. Borrower shall continue to be obligated to make monthly interest payments on the Loan in accordance with the provisions of the Note.

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INOFFICIAL 05/19/88 PSK0411.0002.0.2

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- Effective upon the recordation of a fully executed original of this Agreement, the Loan Agreement and the Mortgage shall be, and hereby are, amended and modified so as to provide that the maturity date of the Note shall be May 1, 1989, rather than May 1, 1988.
- 3. In all other respects, the Note, the Loan Agreement, the Mortgage and any and all other documents and instruments securing or pertaining to the Note shall remain unmodified and in full force and effect.
- Borrower hereby reaffirms all of its obligations under the Note, the Loan Agreement and the Mortgage, as amended hereby, and all other documents and instruments securing or pertaining to the Loan. Without limiting the generality of the foregoing, Borrower hereby expressly acknowledge; and agrees that, as of the date of this Agreement, Borrower has no offsets, claims or defenses whatsoever against any of Borrower's obligations under the Loan Agreement, the Note, the Mortgage or any other documents and instruments securing or pertaining to the Loan.

IN WITNES: WHEREOF, the parties hereto have executed this Modification and Extension Agreement this 23rd day of May, 1988, effective as of May 1, 1988.

THE ANDEN GROUP, A California Limited Partnership

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking

By: MIDEN CORPORATION, a

California ograporation managing

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rosident "LENDER"

Its ASSIS SECRETARY

"BORROWER"

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CONSENT OF GUARANTOR

The undersigned hereby acknowledges the receipt of a copy of the foregoing Modification and Extension Agreement, hereby consents to the terms and provisions thereof, and hereby agrees that the execution and delivery thereof shall not in any way affect his obligations under that certain Completion Agreement dated April 27, 1987, for the completion of the improvements referred to therein.

Eugene S. Rosenfeld

CONSENT OF NOTE PURCHASER

The undersigned hereby acknowledges the receipt of a copy of the foregoing Modification and Extension Agreement, hereby consents to ine terms and provisions thereof, and hereby agrees that the execution and delivery thereof shall not in any way affect its obligations under that certain Note Purchase Agreement dated April 27, 1987, executed by the undersigned for the benefit of Continental Illinois National Bank and Trust Company of Chicago, as the same has been amended by the foregoing Modification and Extension Agreement.

THE ANDEN GROUP, A California Limited Partnership

BY:

MIDEN CORPORATION, a California forgoration, managing depends parking

Βv

Its ZOF PRESIDENT

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THE ASSISTANT SECRETARY

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ss.

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STATE OF California ; country of Los argeles ;

on May 24, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared hours and houself hours houself hours and houself house personally known to me or proved to me on the basis of satisfactory evidence to be the persons, who executed the within instrument respectively as the houself and the hour houself of MIDEN CORPORATION, the corporation therein named, and acknowledged to me that such corporation pursuant to its by-laws or a resolution of its board of directors executed the within instrument on behalf of THE ANDEN GROUP, A California Limited Partnerhip, the partnership therein named and that such partnership executed the within instrument.

WIINESS my hand and official seal.

L.A. HUN TER
NOTARY PUBLIC - CALLET AND
LOS ANGELES COUNT!
LY Commission Exp. Jaz. 19, 1192

Notary Public in and for said County and State

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PSK:dmr

STATE OF ILLINOIS

SS.

COUNTY OF COOK

on ay 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared a via Blenco, personally known to me or proved to me on the basis of satisfactory _, 1988, before me, the evidence to be the person who executed the within instrument as the Vice President on behalf of Continental Illings National Bank and Trust Company of Chicago, the national banking association therein named, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public South Clark's Office

County and State

[SEAL]

"OFFICIAL SEAL" SUSAN E. GABRIONE Motory Calaba, State of Illinois My Commission Expires 4/12/36

5/6/91

Property of Cook County Clark's Office

PSK:dmr

05/20/88 PSK0411.0006.0.0

county of los Cageles) ss.

on Nay 24, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene S. Rosenfeld, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

AFFICIAL SEAL
L.P., HUNTER
HOTAR PI BLIC - CALIFORNIA
LOS A ZELES COUNTY
By Commission Exp. 3.9. 10, 1992

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Schedule A - Continued

Commitment No.: 220735 - REVISED I

EXHIBIT A - LEGAL DESCRIPTION

That part of the East half of the East half of the Northeast Quarter of Section 23, and that part of the West half of the West half of the Northwest Quarter of Section 22, all in Township 41 North, Range 9, East of the Third Principal Meridian, lying Southerly of the following described line:

Commencing at the point of intersection of the Southerly Right-of-Way line of Schaumburg Road as dedicated by Document Number 1348597 and the West line of the East line of the East nall of the Northeast Quarter of said Section 21; thence Northeasterly along sati Southerly Right-of-Way line of Schaumburg Road, a distance of 16.68 feet; thence Southerly, a distance of 216.58 feet along a line that if extended Southerly would intersect the South line of said Northeast Quarter of Section 21, at a point 6.3 cet Easterly of the Southwest Corner of said East half of the East half of said Northeast Quarter, to the place of beginning of said described line; thence Easterly parallel with the North line of the Northeast Quarter of said Section 21 and its extension, a distance of 839.59 feet to the Westerly Right-of-Line of State Route 59, being the terminus of said described line; excepting therefrom that part of the East half of the Northeast Quarter of said Section 21, described as follows: Beginning at the point of intersection of the West line of the East half of the East half of the Northeast Quarter of said Section 21, and the Southerly Right-of-Way line of Schaumburg Road as dedicated by Doucment Number 1348597; thence Southerly along said East line a distance of 2343.01 feet to the South line of said Northeast Quarter; thence Easterly along said South line a distance of 6.3 feet; thence Northerly along a straight line a distance of 735) feet to a point on the Southerly Right-of-Way Line of Schaumburg Road, that is 15.68 feet Northeasterly of (measured along said Southerly Right-of-Way Line) the place of beginning; thence Southwesterly along said Southerly Right-of-Way line, a districe of 16.68 feet to the place of beginning, in Cook County, Illinois.

Permanent Tax Numbers: 06-21-201-025

06-22-100-018

Volume: 060

The title to the subject property has been registered under "An Act Concerning Land Titles", commonly known as the Torrens Act.

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