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MODIFICATION AGREEMENT

THIS INDENTURE, made this 2nd day of October, 1989, by and between NBD Elk Grove Bank, the owner of the mortgage or trust deed hereinafter described, and the note or notes secured thereby, and La Salle National Bank, not personally but as trustee under trust agreement dated February 11, 1988 and known as Trust Number 112965, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("Owner");

WITNESSETH:

1. The parties hereby agree to extend credit in addition to the indebtedness evidenced by the principal promissory note of Owner in the amount of \$6,500,000.00 dated March 1, 1988, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded March 8, 1988, in the office of the Recorder of Deeds of Cook County, Illinois, as document No. 88-099001 conveying to NBD Elk Grove Bank certain real estate in Cook County, Illinois described as follows:

See Exhibit A

Attached Hereto and Made a Part Hereof

2. The amount of indebtedness secured by the Mortgage is hereby increased to \$7,187,500.00 (the "Indebtedness").

Box 365

Town # 237070 NBD
Box 365

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3. The interest charged on the Note is 1% per annum in excess of the Prime Rate of interest as announced by NBD Elk Grove Bank from time to time. The Indebtedness is further evidenced by one or more additional notes in the aggregate principal amount of \$687,500 executed by the beneficiary of the Mortgagor at such interest rates of even date herewith, bearing such interest rates as provided therein and shall be due and payable in full on February 15, 1990.

4. NBD Elk Grove Bank, may, at its option, grant additional credit or extend additional financial accommodations to Borrower in the amount of \$250,000.00, which future advance or financial accommodation shall also be secured by this Mortgage, as modified herein. Notwithstanding the foregoing, nothing herein shall be construed to obligate NBD Elk Grove Bank to grant the additional credit or extend additional financial accommodations to the Borrower as set forth herein. Such additional financial accommodations, if granted shall be due and payable in full on April 16, 1990.

5. This agreement is supplementary to said mortgage or trust deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or Note, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the

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RIDER ATTACHED TO AND MADE A PART OF

(TRANSFER AGREEMENT)

MORTGAGE

(EXTENSION AGREEMENT)

(ADDITIONAL ADVANCE AGREEMENT)

(1957-1958 1959-1960 1961-1962)

Dated 10/2/59

Under Trust No. 112965

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 to 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 rest 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 hereby forecreated in the manner provided therefore and as provided in said notes or by action to enforce the personal liability of the guarantor, if any.

Property

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benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner to the extent permitted by law hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. This Modification Agreement may be executed in counterparts.

IN WITNESS WHEREOF, NBD Elk Grove Bank and La Salle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASSISTANT VICE PRESIDENT, and its corporate seal to be hereunto affixed by its ASSISTANT SECRETARY the day and year first above written.

BY TRUSTEE WHOSE ATTACHED SIGNATURE AND NAME IS PART HEREOF
LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated February 11, 1988 and known as Trust Number 112965

By: _____

Its ASSISTANT VICE PRESIDENT _____

ATTEST:

USA G. H. Allen

Its ASSISTANT SECRETARY _____

~~NBD Elk Grove Bank~~

~~By: _____~~

~~Its _____~~

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benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner to the extent permitted by law hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. This Modification Agreement may be executed in counterparts.

IN WITNESS WHEREOF, NBD Elk Grove Bank and La Salle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____, and its corporate seal to be hereunto affixed by its _____ the day and year first above written.

LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated February 11, 1988 and known as Trust Number 112965

By: _____

Its _____

ATTEST:

Its _____

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NBD Elk Grove Bank

By: *Joseph A. Kottik*

Its *Wendell Van Pender*

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STATE OF ILLINOIS)

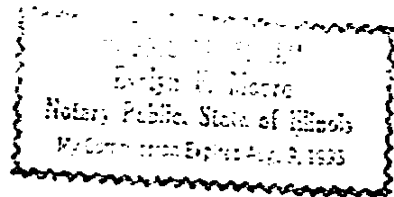
)SS:

COUNTY OF COOK)

I, Evelyn F. Moore, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Corinne Bek of LA SALLE NATIONAL BANK and LISA E. HAAS of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that (s)he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his) (her) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of October, 1989.

Evelyn F. Moore
Notary Public



My commission expires 8-9-93.

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EXHIBIT A

PARCEL 1 (A AND B)

A:

Units 203A, 303A, 403A, 503A, 603A, 204A, 304A, 404A, 504A, 604A, 206A, 306A, 406A, 506A, 606A, 205A, 305A, 505A, 605A, 201A, 301A, 401A, 501A, 601A, 202A, 302A, 402A, 502A, 602A, 207A, 307A, 407A, 507A, 607A, 208A, 308A, 408A, 508A, AND 608A in Manderly Place Condominium, as delineated on the survey of the following described parcel of real estate:

Lots 26 through 30 in Kelvin Park, a subdivision in the North Section of Robinson's Reserve, in Township 40 North, Range 12, East of Third Principal Meridian, in Cook County, Illinois;

which survey is attached as Exhibit "A" to the Declaration of Condominium made by Central National Bank in Chicago, as Trustee under Trust No. 18670, recorded July 18, 1974 as Document No. 22, 787,211, and said survey as amended by the Amendment of Survey recorded November 25, 1974 as Document No. 22,916,524; together with a percentage of common elements appurtenant to said Units, as set forth in said Declaration as amended from time to time.

B:

That part of the South 1/2 of vacated Kelvin Lane lying North of and adjoining Lots 26 to 30 in Kelvin Park, aforesaid, described as follows:

Commencing at the Northwest corner of Lot 30, aforesaid; thence North along the West line of Lot 30, extended North, 21.50 feet; thence Easterly along a straight line a distance of 298.44 feet, more or less, to a point on the Northerly extension of the East line of Lot 26, aforesaid, which is 5.50 feet South of the center line of vacated Kelvin Lane; thence South along said Northerly extension of the East line of Lot 26 to the Northeast corner thereof; thence West along the South line of vacated Kelvin Lane to the Northwest corner of Lot 30, the point of commencement;

aforesaid Kelvin Lane having been vacated by ordinance recorded June 13, 1973 as Document No. 22358512.

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EXHIBIT A (Cont'd)

PARCEL 2:

The East 10 feet of the South 170 feet of the North 180 feet of Wesley Terrace lying West of and adjoining Lot 23 in Kelvin Park, aforesaid, vacated by Ordinance No. 85-1589 recorded October 4, 1985 as Document 85,220,480.

PARCEL 4:

Lot 10 and 11 and Lots 16 through 25, both inclusive, in Kelvin Park, a subdivision in the North Section of Robinson's Reserve in Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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PARCEL 5:

Easement for the benefit of Lot 10 of Parcel 4 for ingress and egress and utilities as set forth in Paragraph (3) A of the Declaration of Easements recorded December 30, 1963 as Document No. 19,010,212 over, under and across the North 45 feet of Lots 11 to 15, both inclusive, as measured on the East and West lines thereof (except that part falling in Lot 11), and the East 20 feet of Lot 15 (except the North 45 feet thereof as measured on the East and West lines thereof), in Kelvin Park, aforesaid.

PARCEL 6:

Easement for the benefit of Lot 11 of Parcel 4 for ingress and egress and utilities as set forth in Paragraph (3) of the Declaration of Easements recorded October 4, 1963 as Document No. 18,933,044 over, under and across the North 45 feet of Lots 12 through 15, both inclusive, as measured on the East and West lines thereof, and the East 20 feet of Lot 15 (except the North 45 feet thereof, as measured on the East and West lines thereof) in Kelvin Park, aforesaid.

PARCEL 7:

Easements for the benefit of Parcel 3, to wit:

- A. For ingress and egress and utilities as set forth in Paragraph (3) of the Declaration of Easements recorded October 4, 1963 as Document No. 18,933,044 over, under and across the North 45 feet of Lots 12 through 15, both inclusive, as measured on the East and West lines thereof, and the East 20 feet of Lot 15 (except the North 45 feet thereof, as measured on the East and West lines thereof) in Kelvin Park, aforesaid.
- B. For ingress and egress as set forth in Paragraph (4) (d) of the Declaration of Easements recorded October 4, 1963 as Document No. 18,933,044 over, upon and across the East and West 5 feet of Lot 14, (except the North 45 feet as measured on the East and West lines thereof and except the South 67 feet as measured along the West line thereof) in Kelvin Park, aforesaid.
- C. For parking motor vehicles as reserved in the deed recorded October 5, 1967 as Document No. 87-539630 in the West 29.50 feet, measured on the North and South lines, of the North 45 feet, measured on the East and West lines, of Lot 14 in Kelvin Park, aforesaid.

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LOT	ADDRESS	TAX I. D. NUMBER
10	9450 West Kelvin Lane	12-10-312-018
10	9452 West Kelvin Lane	12-10-312-019
10	9454 West Kelvin Lane	12-10-312-020
10	9456 West Kelvin Lane	12-10-312-021
11	9442 West Kelvin Lane	12-10-312-011
11	9444 West Kelvin Lane	12-10-312-011
11	9446 West Kelvin Lane	12-10-312-011
11	9448 West Kelvin Lane	12-10-312-011
16	9409 West Kelvin Lane	12-10-314-008
16	9411 West Kelvin Lane	12-10-314-008
16	9413 West Kelvin Lane	12-10-312-008
16	9415 West Kelvin Lane	12-10-312-008
17	9417 West Kelvin Lane	12-10-314-007
17	9419 West Kelvin Lane	12-10-314-007
17	9421 West Kelvin Lane	12-10-314-007
17	9423 West Kelvin Lane	12-10-314-007
18	9425 West Kelvin Lane	12-10-314-006
18	9427 West Kelvin Lane	12-10-314-006
18	9429 West Kelvin Lane	12-10-314-006
18	9431 West Kelvin Lane	12-10-314-006
19	9433 West Kelvin Lane	12-10-314-005
19	9435 West Kelvin Lane	12-10-314-005
19	9437 West Kelvin Lane	12-10-314-005
19	9439 West Kelvin Lane	12-10-314-005
20	9441 West Kelvin Lane	12-10-314-004
20	9443 West Kelvin Lane	12-10-314-004
20	9445 West Kelvin Lane	12-10-314-004
20	9447 West Kelvin Lane	12-10-314-004
21	9449 West Kelvin Lane	12-10-314-012
21	9451 West Kelvin Lane	12-10-314-013
21	9453 West Kelvin Lane	12-10-314-014
21	9455 West Kelvin Lane	12-10-314-015
22	9457 West Kelvin Lane	12-10-314-016
22	9459 West Kelvin Lane	12-10-314-017
22	9461 West Kelvin Lane	12-10-314-018

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22	9463 West Kelvin Lane	12-10-314-019
23 & Parcel 2	9450 West Lawrence Ave.	12-10-314-009
23 & Parcel 2	9450 West Lawrence Ave.	12-10-314-010
23 & Parcel 2	9450 West Lawrence Ave.	12-10-314-011
24	9501 West Kelvin Lane	12-10-313-010
24	9503 West Kelvin Lane	12-10-313-011
24	9505 West Kelvin Lane	12-10-313-012
24	9507 West Kelvin Lane	12-10-313-013
25	9509 West Kelvin Lane	12-10-313-014
25	9511 West Kelvin Lane	12-10-313-015
25	9513 West Kelvin Lane	12-10-313-016
25	9515 West Kelvin Lane	12-10-313-017

~~South 87 Feet of Lot 14 9415 West Kelvin Lane~~

LOT	ADDRESS	TAX I. D. NUMBER
LOTS 28 THROUGH 30 AND THAT PART OF VACATED KELVIN LANE LYING WEST THEREOF	9514 West Lawrence Ave.	12-10-313-008-1001
	9514 West Lawrence Ave.	12-10-313-008-1002
	9514 West Lawrence Ave.	12-10-313-008-1003
	9514 West Lawrence Ave.	12-10-313-008-1004
	9514 West Lawrence Ave.	12-10-313-008-1005
	9514 West Lawrence Ave.	12-10-313-008-1006
	9514 West Lawrence Ave.	12-10-313-008-1007
	9514 West Lawrence Ave.	12-10-313-008-1008
	9514 West Lawrence Ave.	12-10-313-008-1009
	9514 West Lawrence Ave.	12-10-313-008-010
	9514 West Lawrence Ave.	12-10-313-008-1011
	9514 West Lawrence Ave.	12-10-313-008-1012
	9514 West Lawrence Ave.	12-10-313-008-1013
	9514 West Lawrence Ave.	12-10-313-008-1014
	9514 West Lawrence Ave.	12-10-313-008-1015
	9514 West Lawrence Ave.	12-10-313-008-1016
	9514 West Lawrence Ave.	12-10-313-008-1017
9514 West Lawrence Ave.	12-10-313-008-1018	
9514 West Lawrence Ave.	12-10-313-008-1019	
9514 West Lawrence Ave.	12-10-313-008-1020	
9514 West Lawrence Ave.	12-10-313-008-1021	

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9514 West Lawrence Ave.	12-10-313-009-1022
9514 West Lawrence Ave.	12-10-313-009-1023
9514 West Lawrence Ave.	12-10-313-009-1024
9514 West Lawrence Ave.	12-10-313-009-1025
9514 West Lawrence Ave.	12-10-313-009-1026
9514 West Lawrence Ave.	12-10-313-009-1027
9514 West Lawrence Ave.	12-10-313-009-1028
9514 West Lawrence Ave.	12-10-313-009-1029
9514 West Lawrence Ave.	12-10-313-009-1030
9514 West Lawrence Ave.	12-10-313-009-1031
9514 West Lawrence Ave.	12-10-313-009-1032
9514 West Lawrence Ave.	12-10-313-009-1033
9514 West Lawrence Ave.	12-10-313-009-1034
9514 West Lawrence Ave.	12-10-313-009-1035
9514 West Lawrence Ave.	12-10-313-009-1036
9514 West Lawrence Ave.	12-10-313-009-1037
9514 West Lawrence Ave.	12-10-313-009-1038
9514 West Lawrence Ave.	12-10-313-009-1039
9514 West Lawrence Ave.	12-10-313-009-1040
9514 West Lawrence Ave.	12-10-313-001
	12-10-313-002
	12-10-313-003
	12-10-313-008

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45210 + E. *-89-470739
COOK COUNTY RECORDER

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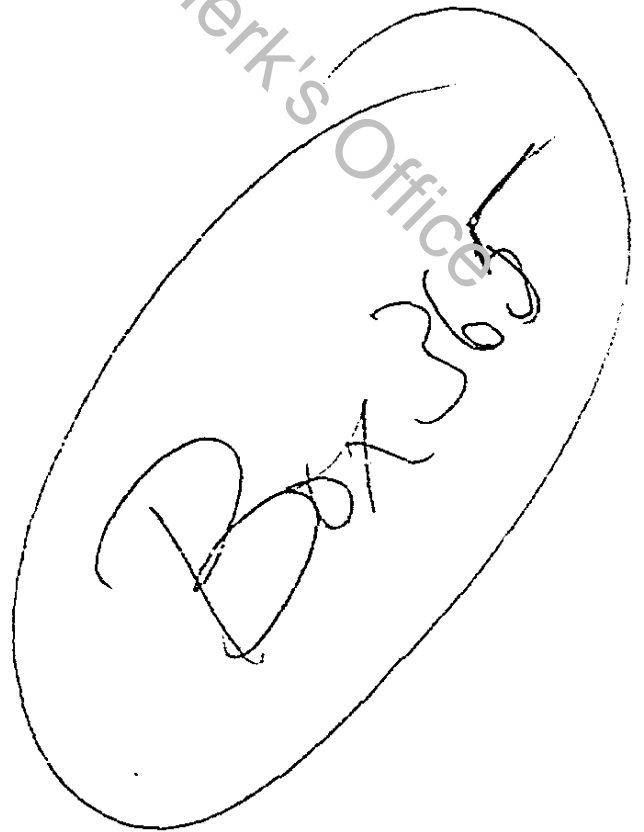
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Box 365

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A handwritten signature, possibly reading "D. K. [unclear]", is enclosed within a hand-drawn oval. The signature is written in black ink on a white background.