89358294

SECOND NOTE AND MORTGAGE MODIFICATION AGREEMENT

This Agreement is made as of July 28, 1989, by and between American National Bank and Trust Company of Chicago, a national banking association, not personally, but as Trustee under the provisions of a Trust Agreement dated August 1, 1986 and known as Trusts No. 068917-09 (the **"Maker"**) and Bank Hapoalim, B.M. - Chicago branch, a foreign corporation qualified to do business in the State of Illinois (the **"Lender"**).

RECITALS:

$16.00

A. Lender is the holder of a certain Mortgage Note dated January 29, 1987 in the original principal sum of Four Million, Five Hundred Thousand Dollars and no/100ths Dollars ($4,500,000.00) executed by Maker and payable to Lender, as amended by a First Amendment to Mortgage Note dated January 29, 1987 (collectively the **"Note"**). The due date for the outstanding principal balance together with all accrued interest on the Note, as extended is July 31, 1989.

B. The Note is secured by a certain Mortgage and Security Agreement dated January 29, 1987 recorded January 29, 1987 as document number 87058584 with the Recorder of Deeds of Cook County, Illinois, (the **"Mortgage"**) under which Maker has mortgaged to Lender the real estate legally described in attached and incorporated Exhibit A (the **"Mortgaged Property"**).

C. The Note was secured in part by the Guaranty dated January 29, 1987 (the **"First Guaranty"**) which was executed by Robert D. Van Kampen, Joel A. Stone, Peter R. Morris and VMS Realty Partners, an Illinois general partnership.

D. Maker desires to (i) extend the due date for payment of the indebtedness evidenced by the Note, (ii) borrow an additional sum from Mortgagee to increase the principal balance of the Note and the amount of the security instruments to Seven Million, Five Hundred Thousand and no/100ths Dollars ($7,500,000.00) and (iii) substitute the guaranty of VMS Financial Guarantee Limited Partnership, an Illinois limited partnership for the First Guaranty.

CLAUSES:

1. Due Date. Payment of the entire unpaid principal indebtedness of the Note, together with all accrued and unpaid interest shall be due and payable to Lender on or before July 31, 1990.

2. Increase of Principal for Value Received. Maker promises to pay to the order of Lender, the principal sum of Seven Million, Five Hundred Thousand and no/100ths Dollars ($7,500,000.00) together with interest from date or dates of disbursements on the principal amount outstanding from time to time at the rate and in the manner as set forth in the Note. For purposes of interpretation of the Note, Mortgage, Guarantees and all other loan documentation, the Seven Million Five Hundred Thousand and no/100ths Dollars ($7,500,000.00) shall be deemed the original principal balance due under the Note.

3. Representation and Warranty Regarding Use of Funds. Maker represents and warrants to Lender that the principal obligation outstanding under this Note shall be used for development, holding and maintenance costs associated with the Mortgaged Property and for no other purposes whatsoever.

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-4 3:21

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4. Substitution of Guarantor. From the date of this Agreement forward, Lender releases the parties obligated under the First Guaranty and substitutes in their place the VMS Financial Guarantee Limited Partnership.

5. Full Force and Effect. Except as expressly modified by this Agreement, the Note (including each of the other Guaranties of the Note), the Mortgage and all other loan documentation in connection with this transaction shall remain in full force and effect.

6. Exculpation of the Trustee. This Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee under Trust Agreement number 068917-09. Any claims against the Trustee which may result from signing this Agreement shall be payable only out of the trust property. It is expressly understood and agreed by and between the parties, anything in this Agreement to the contrary notwithstanding, that each and every warranty, indemnities, representation, covenant, undertaking and agreement of the Trustee, pursuant to the trust Agreement, and each and every one of them are not made and are not intended as individual or personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee for the purpose or with the intention of binding the Trustee or any of its officers, employees or agents, individually or personally but are made and intended for the purposes of binding only the Mortgaged Property and are executed and delivered by the Trustee no in its own right, but solely in the exercise of powers conferred upon it as such Trustee under the trust agreement which is made a part of this Agreement. No individual or personal responsibility or individual or personal liability is assumed by nor shall it at any time be asserted or enforced against the Trustee or any of its officers, employees or agents or under the trust agreement, on account of this agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement.

MAKER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

By: _____
Name: J.M. Wheelan
Title: VP

ATTEST: _____
Title: _____

LENDER:

BANK HAPOALIM, B.M. - Chicago Branch

By: _____
Name: STEVEN D. KATZ
Title: VICE PRESIDENT

ATTEST:
Title: _____

By: _____ VP

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STATE OF ILLINOIS)
)ss
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this _____ day of AUG 0 2, 1989, by J. MICHAEL WHELAN and Anita M. Lukus, as VICE PRESIDENT and ASSISTANT SECRETARY respectively of American National Bank and Trust Company on behalf of such corporation.

My commission expires: _____.

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 6/27/90

Notary Public

STATE OF ILLINOIS)
)ss
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 7th day of July, 1989, by Steven D. Katz and Edward Zawelski, as Vice President and Vice President, respectively of Bank Hapoalim B.M. - Chicago Branch on behalf of such corporation.

My commission expires: _____.

OFFICIAL SEAL
KIT E. KLIDUKIS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT. 28,1992

Notary Public

This instrument was prepared by
and upon recording should be mailed to
JAMES E. MATANKY
Much Shelist Freed Denenberg Ament & Eiger, P.C.
200 N. LaSalle Street
Suite 2100
Chicago, IL 60601-1095

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LEGAL DESCRIPTION

THAT PART OF THE EAST FRACTION AND THE WEST FRACTION OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) AS IT EXISTED ON OR PRIOR TO JULY 8, 1926, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD (SAID ORIGINAL SOUTH LINE BEING PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF THE EAST FRACTION OF THE NORTH EAST 1/4 OF THE AFORESAID SECTION 21) WITH A STRAIGHT LINE HEREIN REFERRED TO AS LINE -A" (SAID "LINE- A" BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 45 FEET, MEASURED AT RIGHT ANGLES, NORTH OF THE NORTH LINE AND 447.89 FEET, MEASURED PARALLEL WITH THE NORTH LINE OF WEST ROOSEVELT ROAD, EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED PRODUCED NORTHERLY; THENCE SOUTHEASTERLY TO A POINT 760 FEET EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED AND 860 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID SOUTH LINE AS WIDENED, BEING 85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTH EAST 1/4 OF THE AFORESAID SECTION 21); THENCE SOUTH 17 DEGREES 04 MINUTES 50 SECONDS EAST ALONG SAID "LINE- A" 92.37 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 36.27 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTHERLY 89.61 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 27 MINUTES 24 SECONDS WEST TO A POINT ON THE AFORESAID ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 723.93 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846, BEING A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTION OF THE NORTH EAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTHERLY 7.09 FEET ALONG THE NORTHERLY EXTENSION OF THE AFORESAID ARC, CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1910.03 FEET AND WHOSE CHORD BEARS NORTH 9 DEGREES 00 MINUTES 13 SECONDS WEST TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTH EAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 328.85 FEET; THENCE SOUTH 6 DEGREES 43 MINUTES 03 SECONDS EAST 46.61 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 58 SECONDS EAST 2.50 FEET; THENC NORTH 6 DEGREES 43 MINUTES 03 SECONDS WEST 10.62 FEET TO A POINT ON THE SOUTH LINE LOT 9 IN BLANCHARD'S SUBDIVISION OF PART OF THE EAST FRACTION OF THE NORTH EAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 9, A DISTANCE OF 29.50 FEET TO THE SOUTH EAST CORNER OF SAID LOT 9; THENCE NORTH 0 DEGREES 01 MINUTES 02 SECONDS WEST 35.44 FEET ALONG THE EAST LINE OF SAID LOT 9 TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH OF AND PARALLEL WITH THE EAST FRACTION OF THE NORTH EAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 360.05 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NORTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF BLOCK 107 IN SCHOOL SECTION ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP AND RANGE AFORESAID TO A POINT IN THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK 2 IN THE AFORESAID ASSESSOR'S SECOND DIVISION; THENCE SOUTH 0 DEGREES 01 MINUTES 52 SECONDS WEST ALONG THE

EXHIBIT A

LEGAL DESCRIPTION

(CONTINUED)

LAST DESCRIBED LINE 59.00 FEET TO THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE SOUTH 0 DEGREES 01 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SOUTH CLARK STREET (AND ITS SOUTHERLY EXTENSION) BEING THE EAST LINE OF BLOCKS 2, 3, 13, 14, 15, AND 17 IN THE AFORESAID ASSESSOR'S SECOND DIVISION, AND ALONG THE EAST LINE OF LOTS 49 TO 56, BOTH INCLUSIVE, IN WALKER GREER AND OTHER'S SUBDIVISION OF THE UHLICH TRACT IN THE EAST FRACTION OF THE NORTH EAST 1/4 OF THE AFORESAID SECTION 21 AND ALONG THE EAST LINE OF BLOCKS 27, 27-1/2, 28, 29, 34 AND 35, A DISTANCE OF 2608.68 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF 16TH STREET, SAID SOUTH LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE NORTH EAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST 941.15 FEET ALONG SAID LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTH EAST 1/4 OF SECTION 21 TO THE CENTER THREAD OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON OR PRIOR TO JULY 8, 1926; THENCE NORTH 31 DEGREES 15 MINUTES 32 SECONDS EAST 6.01 FEET ALONG SAID CENTER THREAD TO THE POINT OF INTERSECTION WITH A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST FRACTION OF SAID NORTH EAST 1/4 OF SECTION 21; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 69.83 FEET ALONG SAID PARALLEL LINE TO THE INTERSECION WITH THE EAST LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED IN THE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 8, 1926; THENCE NORTH 0 DEGREES 17 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE 348.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE WEST FRACTION OF THE NORTH EAST 1/4 OF THE AFORESAID SECTION 21, A DISTANCE OF 230.02 FEET TO THE INTERSECTION WITH THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 20 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE WHICH FORMS AN ANGLE OF 69 DEGREES 33 MINUTES 30 SECONDS TO THE LEFT OF THE EASTERLY EXTENSION OF THE LAST DESCRIBED COURSE 21.47 FEET; THENCE NORTH 54 DEGREES 58 MINUTES 58 SECONDS EAST ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 32 MINUTES 30 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED NORTHEASTERLY 141.64 FEET TO A POINT ON THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE 92.48 FEET TO A POINT WHICH IS 619.10 FEET EAST OF THE WEST LINE OF THE AFORESAID NEW CHANNEL AND 2088.56 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED (SAID SOUTH LINE BEING 85.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 21); THENCE NORTHEASTERLY 373.88 FEET ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 478.34 FEET TO A POINT WHICH IS 760.00 FEET EAST OF THE CENTER LINE OF DODGE STREET, NOW VACATED, PRODUCED SOUTH AND 1751.17 FEET SOUTH OF THE AFORESAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTH 0 DEGREES 07 MINUTES 44 SECONDS WEST 428.22 FEET ALONG A LINE 760.00 FEET EAST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE CENTER LINE OF VACATED DODGE STREET TO A POINT 1322.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING ALSO 453.99 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWESTERLY 274.21 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 1273.57 FEET AND WHOSE CHORD BEARS NORTH 6 DEGREES 18 MINUTES 54 SECONDS WEST TO A POINT 1050.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 483.86 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE NORTH 12 DEGREES 27 MINUTES 09 SECONDS WEST 1020.09 FEET TO A

EXHIBIT A

LEGAL DESCRIPTION

(CONTINUED)

POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 703.52 FEET WEST OF THE WEST LINE OF THE AFORESAID SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846; THENCE NORTHWESTERLY 19.22 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 12 DEGREES 27 MINUTES 42 SECONDS WEST TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address of Property: Between Roosevelt Road on the North, Clark Street on the East, 16th Street on the South and east of the Chicago River on the West, in Chicago, Illinois.

Permanent Tax Identification Numbers:

17-21-210-003-0000
17-21-210-004-0000
17-21-210-005-0000
17-21-210-006-0000
17-21-210-007-0000
17-21-210-038-0000
17-21-210-062-0000
17-21-210-063-0000
17-21-210-064-0000
17-21-210-082-0000
17-21-210-086-0000
17-21-203-001-0000
17-21-208-001-0000
17-21-208-003-0000
17-21-209-003-0000
17-21-505-024-0000
17-21-210-002-0000

EXHIBIT A