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MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS (hereinafter referred to as this "Modification") is made and entered into this 30th day of April, 1990, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated June 23, 1986 and known as Trust No. 67482 (hereinafter referred to as "Mortgagor"), ARLINGTON LAKES ASSOCIATES, LTD., an Illinois limited partnership, (hereinafter referred to as "Beneficiary"), and FRANCIS S. WILSON, III, JOHN G. WILSON and GREGORY P. MATIC (hereinafter collectively referred to as the "Guarantors"), to and for the benefit of BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association (hereinafter referred to as "Mortgagee").

RECITALS:

- A. Mortgagee has heretofore made a loan to Mortgagor and Beneficiary (hereinafter referred to as the "Loan") in the original principal amount of NINE HUNDRED FORTY THOUSAND AND NO/100 (\$940,000.00) DOLLARS.
- B. The Loan is evidenced by a Principal Note in said principal amount (hereinafter referred to as the "Note") dated May 26, 1988, made by Mortgagor and payable to Mortgagee.
- C. The Note was secured by, among other things, a Junior Mortgage and Security Agreement (hereinafter referred to as the "Mortgage") dated May 26, 1988, made by Mortgagor in favor of Mortgagee, and recorded on June 17, 1988 in the Office of the Cook County Recorder of Deeds as Document No. 88264803, on the real property described in Exhibit "A" attached hereto and by this

THIS DOCUMENT PREPARED BY, AND AFTER RECORDING, RETURN TO:

Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
Attention: Mark S. Richmond
KRW File No. 2441.215

PROPERTY ADDRESS:

1614 West Central Road
Arlington Heights, Illinois

PERMANENT INDEX NUMBER:

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reference incorporated herein (hereinafter referred to as the "Mortgaged Premises").

D. To further evidence and secure the Loan, Mortgagor, Beneficiary and the Guarantors did execute and deliver to Mortgagee certain other documents as described in Exhibit "B" attached hereto and by this reference incorporated herein (the Mortgage and such other documents are hereinafter referred to collectively as the "Security Documents").

E. By Modification of Principal Note dated of even date herewith (hereinafter referred to as the "Note Modification"), the Note was modified to extend the Maturity Date, as defined in the Note, from May 1, 1990 to October 1, 1990 and require payment of an Extension Fee as set forth in the Note Modification. As a condition to the Note Modification, Mortgagee is requiring this Modification wherein the Mortgage and other Security Documents will be modified to refer to the Note as modified by the Note Modification. The Note, the Mortgage and the other Security Documents are sometimes hereinafter referred to collectively as the "Loan Documents".

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

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1.

2. References to Note. From and after the date hereof, (i) the Mortgage and other Security Documents shall be deemed to secure the Note as modified by the Note Modification, and (ii) any and all references in the Mortgage and other Security Documents to the Note shall be deemed to refer to the Note as modified by the Note Modification.

3. References to Security Documents. Any and all references in the Mortgage and other Security Documents to the Loan

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Documents or Security Documents shall, from and after the date hereof, be deemed to refer to such Documents as modified by this Modification.

4. Reaffirmation of Representations and Warranties.

Mortgagor, Beneficiary and the Guarantors hereby reaffirm as true and correct in all respects, as of the date hereof, any representations and warranties contained in the Mortgage and other Security Documents.

5. Reaffirmance of Covenants. Mortgagor, Beneficiary and the Guarantors do hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and other Security Documents as herein modified.

6. No Vitiating of Liability. Nothing contained herein shall vitiate or discharge Mortgagor's liability under the Mortgage as herein modified and Mortgagor's, Beneficiary's and Guarantors' liability under the Security Documents as herein modified.

7. Security for Extension Fee. The Mortgage and Other Security Documents shall secure the full and prompt payment of the Extension Fee on the terms provided for in the Note Modification.

8. Laws of Illinois. This Modification shall be governed and construed under the laws of the State of Illinois.

9. Full Force and Effect; Inconsistency. Except as modified herein, the terms, conditions and covenants of the Mortgage and other Security Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Modification and the Mortgage and other Security Documents, the terms herein shall first control.

10. Trustee Exculpation. This Modification is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated June 23, 1986 and known as Trust No. 67482, as aforesaid, in the exercise of the power of authority conferred upon and vested in it as such Trustee, and it

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is expressly understood and agreed that nothing herein shall be construed as creating any liability on said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally to pay the Note, as modified by the Note Modification, or any interest that may accrue thereon, or any other indebtedness accruing thereunder, or to perform any covenant either express or implied therein or herein contained, all such liability, if any, being expressly waived by the holder of the Note and by every person now or hereafter claiming any right or security thereunder, and that so far as AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally is concerned, the holder or holders of the Note and the owners of any indebtedness accruing thereunder shall look solely to the collateral described in the Mortgage and the other Security Documents for the payment thereof, by the enforcement of the lien created by the Mortgage or other Security Documents in the manner therein and in the Note provided or by action to enforce the personal liability of the Guarantors.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated June 23, 1986 and known as Trust No. 67482

ATTEST:


Its: Notary Public

By: 

Its: _____

BENEFICIARY:

ARLINGTON LAKES ASSOCIATES, LTD.,
an Illinois limited partnership

By: ARLINGTON LAKES ASSOCIATES,
INC., an Illinois corporation,
its general partner

By: 

GREGORY P. MATIC, President

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11/15/2024

GUARANTORS:

Francis S. Wilson
FRANCIS S. WILSON, III

John G. Wilson
JOHN G. WILSON

Gregory P. Matic
GREGORY P. MATIC

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and approves the foregoing Modification of Mortgage and Other Security Documents.

Dated as of April 30, 1990.

BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association

ATTEST:

Theresa Bernichis
Its: REAL ESTATE LENDING REP

By: David G. Elbert
Its: Asst. Vice Pres.

STATE OF ILLINOIS)
COUNTY OF COOK)

I, E. M. SOVIENSKI, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Claire Bogati Foley, as TRUST OFFICER President and Anita M. Lukus, as SECRETARY Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated June 23, 1986 and known as Trust No. 67482, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER President and ASSISTANT Secretary of said Bank, 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 for the uses and purposes therein set forth; and said ASSISTANT Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

AUG 2 1990

GIVEN under my hand and notarial seal this ___ day of _____, 1990.

L. M. Soviencki
Notary Public



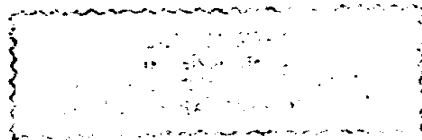
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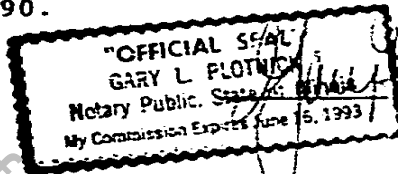
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STATE OF ILLINOIS)
)
COUNTY OF)

I, GARY L. PLOTNICK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREGORY P. MATIC, as President of ARLINGTON LAKES ASSOCIATES, INC., an Illinois corporation, the general partner of ARLINGTON LAKES ASSOCIATES, LTD., an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of said Corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of AUGUST, 1990.

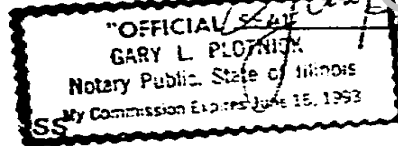


[Signature]
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF)

I, GARY L. PLOTNICK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRANCIS S. WILSON, III appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of AUGUST, 1990.

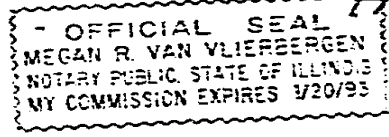


[Signature]
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF)

I, MEGAN R. VAN VLIERBERGEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN G. WILSON appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of AUGUST, 1990.



[Signature]
Notary Public

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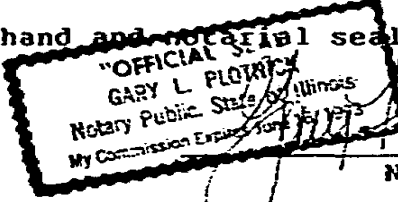
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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, GARY L. PLOTNICK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREGORY P. MATIC appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of August, 1990.



[Handwritten Signature]

Notary Public

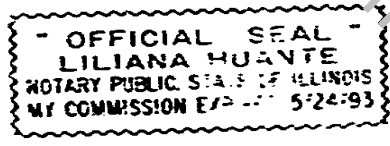
STATE OF ILLINOIS)
)
COUNTY OF)

I, Liliana Huante, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Diana J. Uebachs, ASST. VICE President and TERESA BERNICHO, asked Ed: Vice Secretary of BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and asked Ed: Vice Secretary of said Bank, 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, for the uses and purposes therein set forth; and said asked Ed: Vice Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of August, 1990.

[Handwritten Signature]

Notary Public



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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

312.603.1000

EXHIBIT "A"

Legal Description of Mortgaged Premises

LOT 1 IN EMILY'S RESUBDIVISION OF LOTS 10, 11 AND 12 IN CENTRAL-WILKE SUBDIVISION OF LOT "I" IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO ARLINGTON HEIGHTS FARMS, A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE PUBLIC HIGHWAY AND WEST OF THE EAST 944.93 FEET OF SAID SOUTHWEST 1/4, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

Other Security Documents

1. Construction Loan Agreement dated May 26, 1988 executed by Mortgagor, Beneficiary, Guarantors and Mortgagee.
2. Junior Assignment of Rents and Lessor's Interest in Leases dated May 26, 1988 executed by Mortgagor and Beneficiary and recorded June 17, 1988 as Document No. 88264804.
3. Junior Security Agreement dated May 26, 1988 executed by Beneficiary.
4. Collateral Assignment of Beneficial Interest in Land Trust dated May 26, 1988 executed by Beneficiary.
5. UCC-1 and UCC-2 Financing Statements executed by Mortgagor and Beneficiary (State of Illinois and Cook County).
6. Waiver of Defenses and Estoppel Certificate dated May 26, 1988 executed by Mortgagor and Beneficiary.
7. Usury Certificate dated May 26, 1988 executed by Beneficiary.
8. Assignment of Permits, Licenses and Agreements dated May 26, 1988 executed by Mortgagor and Beneficiary.
9. Beneficiary's Certificate dated May 26, 1988 and executed by Beneficiary.

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