exchange e525-107R dbb 021r
3/23/90

90197064

THIRD AMENDMENT TO MORTGAGE NOTE, MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS AND OTHER LOAN DOCUMENTS

24 00

This Amendment is made as of the 14th day of March, 1990 by and among **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally but solely as Trustee under a Trust Agreement dated March 8, 1989 and known as Trust No. 107816-07 (the "Trust") and **JULES H. MARLING JR.** and **JOHN H. MARLING** (collectively, the "Beneficiaries"), being the sole beneficiaries of the Trust (the Trust and the Beneficiaries being hereinafter referred to collectively as the "Borrowers"), and **EXCHANGE NATIONAL BANK OF CHICAGO**, a national banking association ("Lender").

R E C I T A L S:

A. Lender has made a loan to the Borrowers in the principal amount of $2,700,000 (the "Loan"). The Loan is evidenced by a Mortgage Note (the "Original Note") dated March 15, 1989 in the principal amount of $2,350,000, as amended by the First Amendment to Mortgage Note, Mortgage and Assignment of Leases and Rents and other Loan Documents (the "First Amendment") dated May 15, 1989 recorded in the Cook County Recorder of Deed's Office (the "Recorder's Office") on May 16, 1989 as Document No.

This instrument prepared by and after recording return to:

David B. Berzon
Greenberger, Krauss & Jacobs
180 North LaSalle Street
Suite 2700

PIN: 04-13-402-002-0000

Common Address:
670 Frontage Road
Northfield, Illinois

90197064

89219122, and as further amended by the Second Amendment to Mortgage Note, Mortgage and Assignment of Leases and Rents and other Loan Documents (the "Second Amendment") dated September 12, 1989 recorded in the Recorder's Office, in duplicate, as Document Nos. 89527283 and 89534395 (the "Original Note, as amended by the First Amendment and the Second Amendment, being hereinafter referred to as the "Note"). The Loan is secured by: (i) a Mortgage and Assignment of Leases and Rents (the "Original Mortgage") dated March 15, 1989 recorded in the Recorder's Office on March 16, 1989 as Document No. 89115528, as amended by the First Amendment and the Second Amendment (the Original Mortgage, as amended by the First Amendment and the Second Amendment, being hereinafter referred to as the "Mortgage"), which encumbers the real estate legally described on Exhibit A attached hereto (the "Property"); (ii) a Combined Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust (the "Original Collateral ABI") dated March 15, 1989, as amended by the First Amendment and the Second Amendment (the "Original Collateral ABI, as amended by the First Amendment and the Second Amendment, being hereinafter referred to as the "Collateral ABI"), pursuant to which the Beneficiaries collaterally assigned to Lender, and granted to Lender a security interest in, all of the Beneficiaries' right, title and interest in, to and under the Trust Agreement creating the Trust, including the Beneficiaries' beneficial interest in the Property and all other assets of the Trust; and (iii) a Combined Security Agreement and Collateral

Assignment of Beneficial Interest in Land Trust (the "Original Other Collateral ABI") dated March 15, 1989, as amended by the First Amendment and the Second Amendment (the Original Other Collateral ABI, as amended by the First Amendment and the Second Amendment, being hereinafter referred to as the "Other Collateral ABI"), pursuant to which the Beneficiaries collaterally assigned to Lender, and granted to Lender a security interest in, all of the Beneficiaries' right, title and interest in, to and under that certain Trust Agreement dated April 16, 1985 between the Beneficiaries and American National Bank and Trust Company of Chicago, as Trustee, known as Trust No. 64086 (the "Other Trust"), including the Beneficiaries' beneficial interest in all of the assets of the Other Trust.

For purposes of this Amendment: (1) the Mortgage, the Collateral ABI and the Other Collateral ABI are hereinafter referred to collectively as the "Security Documents"; and (2) the Note, the Security Documents and all other documents and instruments evidencing, securing or otherwise executed in connection with the Loan (including the First Amendment, the Second Amendment and this Third Amendment) are hereinafter referred to collectively as the "Loan Documents".

B. The current maturity date of the Loan is March 15, 1990. The Borrowers have requested Lender to extend the term of the Loan for ninety (90) days to June 13, 1990 (the "Extended Maturity Date").

NOW, THEREFORE, in consideration of the making of the exten-

tion of the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing Recitals are hereby incorporated into the body of this Amendment and made a part hereof by this reference thereto.

2. The maturity date of the Loan is hereby extended to June 13, 1990, and the Note and the other Loan Documents are hereby amended so that any and all references throughout the Note and the other Loan Documents to the maturity date of the Note or the Loan shall now refer to the Extended Maturity Date.

3. The Borrowers hereby certify and confirm to Lender that all of the representations and warranties set forth in the Loan Documents remain true and correct in all respects as of the date hereof.

4. The Borrowers hereby certify and confirm to Lender that no event has occurred and currently exists that constitutes an event of default under any of the Loan Documents or that would constitute such an event of default, but for the passage of time or the giving of notice, or both.

5. The Borrowers hereby certify and confirm to Lender that the Borrowers have not commenced any work at the Property and there has been no other change to the Property or to the title of the Property subsequent to the date of the Original Mortgage.

6. All references to the Note contained in any of the Loan Documents shall be deemed to refer to the Note as amended by this Amendment, and to all extensions, refinancings, renewals, amendments and other modifications of the Note.

7. All references to the Security Documents, or any of them, contained in any of the Loan Documents shall be deemed to refer to the Security Documents, as amended by this Amendment, and to all subsequent amendments and modifications of the respective Security Documents.

8. The Borrowers hereby ratify and reaffirm the Note and the Security Documents, as hereby amended, and the obligations, liabilities, liens, encumbrances and security interests created thereby. The Borrowers hereby acknowledge that none of the Borrowers nor any person or entity claiming by, through or under any of the Borrowers has any defense or claim for setoff against the enforcement by Lender of the Note or any of the Security Documents.

9. Except as modified hereby, the Loan Documents shall remain in full force and effect in accordance with their respective terms and provisions.

10. This Amendment and the Loan Documents as amended hereby, are and shall continue to be binding on the Borrowers and their respective successors, assigns, estates, heirs and legal representations, and inure and shall continue to inure to the benefit of Lender and its successors, assigns and legal representatives.

11. In consideration of Lender agreeing to the extension set forth herein, the Borrowers shall pay to Lender, concurrently herewith, the sum of $6,750 as an extension fee which shall be fully earned by Lender upon the execution of this Amendment by Lender. The Borrowers shall also pay all of Lender's costs and expenses in connection with this extension, including, without limitation all legal fees of Lender's counsel in connection herewith.

12. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and no personal liability shall be asserted or be enforceable against said Trustee, because or in respect of this Amendment, all such liability, if any, being expressly waived by each party hereto; provided, however, that the foregoing exculpation of the Trustee is not intended to limit, modify or discharge the personal liability of the Beneficiaries or the rights and remedies of Lender against any assets of the Trust or any other collateral given to secure the Loan.

IN WITNESS WHEREOF, the Borrowers and Lender have executed this Amendment as of the day and year first written above.

90197064

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association

By: [signature]
Title: Commercial Bank Officer

Attest: [signature]
Title: ASST. VICE PRESIDENT

MAKER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee

By: [signature]
Title: VICE PRESIDENT

Attest: [signature]
Title: ASSISTANT SECRETARY

[signature]
JULES H. MARLING JR.

[signature]
JOHN H. MARLING

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 MAY -1 PM 12:51

90197064

90197064

90197064

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rae Rivero, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carole Beob, the Asst. Vice President of EXCHANGE NATIONAL BANK OF CHICAGO, and Sara Clark, the Comm. Bank Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. V. President and Comm. Bank Officer 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.

GIVEN under my hand and notarial seal, this 10th day of April, 1990.

"OFFICIAL SEAL"
Rae Rivero
Notary Public, State of Illinois
My Commission Expires 12/10/92

Rae Rivero
Notary Public

(SEAL)

90197064

90197064

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, L. M. SOVENSKY, a Notary Public in and for said County, in the State aforesaid, do hereby certify that [illegible], the VICE PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and Claire Rosati Foley, the ASSISTANT SECRETARY of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT 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, for the uses and purposes therein set forth.

APR 23 1990

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

L. M. Sovenski
Notary Public

(SEAL)

"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires 6/27/92

90197064

90197064

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Terry A. Markus, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOHN H. MARLING, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 9th day of April, 1990.

Terry A. Markus
Notary Public

(SEAL)

"OFFICIAL SEAL"
TERRY A. MARKUS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/30/90

90197064

90197064

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Terry A. Markus, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JULES H. MARLING, JR., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 9th day of April, 1990.

Terry A. Markus
Notary Public

"OFFICIAL SEAL"
TERRY A. MARKUS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/30/90

(SEAL)

90197064

EXHIBIT A

Legal Description

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF EDENS PARKWAY AND NORTHEASTERLY OF A LINE 135 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY (BY RIGHT ANGLES MEASURE) IN COOK COUNTY, ILLINOIS.