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LOAN MODIFICATION AGREEMENT  
AND AMENDMENT TO NOTE AND MORTGAGE

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This Loan Modification Agreement and Amendment to Note and Mortgage (this "Modification") is made as of the 1st day of June, 1990, by CHRYSLER FINANCIAL CORPORATION, a Delaware corporation, corporate successor in interest to Chrysler Capital Realty Inc. ("Lender"), CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated January 1, 1987 and known as Trust No. 1089472 ("Trustee"), and GLENVIEW ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, having an address at 1931 North Meacham Road, Schaumburg, Illinois 60173, and whose general partners are Glenn J. Hartung and William J. Walsh ("Borrower").

Michigan

RECITALS

A. The Bank of New York ("Construction Lender") made a loan to Borrower (the "Loan") evidenced by a Building Loan Agreement (the "Loan Agreement") between Construction Lender and Borrower, dated February 12, 1987, and by Borrower's promissory note (the "Note"), dated February 12, 1987, payable to Construction Lender in the original principal amount of \$30,240,000.

B. The Note is secured by, among other things, a Construction Mortgage, Security Agreement and Assignment of Rents, dated February 12, 1987, for the benefit of Construction Lender, recorded in the records of Cook County, Illinois on February 19, 1987 as Document No. 87099415 (the "Mortgage"), encumbering the real property described on Exhibit A attached to and incorporated into this Modification (the "Property"). The Note and the Mortgage were assigned by Construction Lender to Chrysler Capital Realty Inc. ("Capital") by Assignment dated July 6, 1988.

C. The Note is also secured by a joint and several Guaranty and Agreement (the "Guaranty"), dated February 12, 1987, made by Glenn J. Hartung and William J. Walsh (collectively, "Guarantors") for the benefit of Capital. This Modification, the Loan Agreement, the Note, the Mortgage, the Guaranty, and every other document evidencing, securing, or relating to the indebtedness evidenced by the Note may be referred to collectively as the "Loan Documents."

D. On August 31, 1989, Capital instituted an action (the "Action") in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, Case No. 89 CH 7781, against Borrower, Trustee, Guarantors, and others, seeking foreclosure of the Mortgage, enforcement of Lender's rights under the Guaranty, and other relief.

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E. Capital has been merged into Lender and Lender has succeeded to the rights and obligations of Capital.

F. The parties desire to modify the Loan Documents in certain respects and to settle the Action as provided in and subject to the conditions set forth in this Modification.

## AGREEMENTS

In consideration of the foregoing, and of the mutual promises contained in this Modification, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree that the terms of the Note, Mortgage, and other Loan Documents shall be modified as follows:

1. Incorporation and Ratification of Recitals. The Recitals set forth above are incorporated into this Modification. The parties ratify the Recitals as set forth above.

2. Effective Date. The Effective Date of this Modification shall be June 1, 1990.

3. Principal Amount of Loan. The parties agree that as of the Effective Date the outstanding principal amount of the Loan shall be deemed to be \$27,767,236, but only on condition that Borrower perform its obligations under this Modification. All accrued interest prior to the Effective Date, beyond such amount as is paid pursuant to paragraph 12 hereof, shall be forgiven on December 31, 1990, provided that on such date there exists no default or set of circumstances which with the passage of time or notice, or both, would become a default hereunder or under any of the Loan Documents. Borrower acknowledges that it has no defenses, counterclaims or rights of offset with respect to the indebtedness owed under the Loan Documents and that, to its knowledge, Lender is not in default thereunder.

4. Term. The term of the Loan is extended to a date that is seven years after the Effective Date (the "Modified Term"). The 12 month period beginning on the Effective Date and ending on the day before the anniversary of the Effective Date, and each such subsequent 12 month period, shall be referred to as a "Modified Loan Year." The Maturity Date set forth in the Note shall be changed to May 31, 1997.

5. Interest Accrual Rate. The rate at which the outstanding principal balance of the Loan will accrue interest from and after the Effective Date is as follows:

a. During the first five Modified Loan Years, the outstanding principal balance of the Loan will accrue interest at the rate of 8.283% per annum ("Payable Interest").

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b. During the sixth and seventh Modified Loan Years, the outstanding principal balance of the Loan will accrue interest in accordance with the original terms of the Note.

6. Interest Payment Rate. (a) During the first five Modified Loan Years, Borrower will pay to Lender as interest ("Paid Interest") the greater of i) \$1,500,000 per year for the first Modified Loan Year, \$1,575,000 for the second Modified Loan Year, \$1,650,000 for the third Modified Loan Year, \$1,725,000 for the fourth Modified Loan Year, and \$1,800,000 for the fifth Modified Loan Year ("Minimum Paid Interest"), or ii) the Net Cash Flow After Reserves, as defined below, for the particular Modified Loan Year. The first \$100,000 of Excess Real Estate Taxes in a Modified Loan Year, as defined in paragraph 15(a) below, may, at Borrower's option, reduce the Minimum Paid Interest that must be paid for that Modified Loan Year by such amount.

(b) During the sixth and seventh Modified Loan Years, Borrower will pay to Lender interest in accordance with the original terms of the Note.

7. Payments. (a) During the first five Modified Loan Years, on or before the twentieth day of the each calendar month (the "Monthly Payment Date") beginning with the month of July, 1990, Borrower will pay to Lender all Net Monthly Cash Flow After Reserves, as defined below, with respect to the preceding calendar month. Any payments due on the twentieth day of a month shall, if not paid by the thirtieth day of such month, incur the late charge specified in paragraph 9(a) of the Note. "Net Monthly Cash Flow" shall be the amount of (i) all income of any kind from rental, use, or occupancy of the Property, including, but not limited to, garage rentals, party room rentals, room rentals, leased areas including apartments, office, or commercial space, storage space, and temporary use space and also including all miscellaneous income from whatever source including, but not limited to, vending machines, received during a particular calendar month ("Monthly Gross Income"), less (ii) necessary operating expenses of the Property for such calendar month incurred substantially in accordance with the Budget, as defined below ("Permitted Monthly Expenses"). Permitted Monthly Expenses shall not include any repayments to the Franchisor of the loan of \$375,000 owed by Borrower to Franchisor. "Net Monthly Cash Flow After Reserves" shall be an amount equal to Net Monthly Cash Flow less the Reserves relating to such calendar month, as defined in paragraph 11 below. "Net Cash Flow After Reserves" for a particular Modified Loan Year shall be the aggregate of all Net Monthly Cash Flow After Reserves paid to Lender with respect to such Modified Loan Year. Borrower shall, during the first Modified Loan Year, pay to Lender, on the twentieth day after each three month period ("Quarterly Payment Date"), that amount, if any, by which the total of Net Monthly Cash Flow After Reserves paid for all previous months of such Modified Loan Year is below what it would be if it had been paid at the rate of \$100,000 per month. During the second through the fifth Modified Loan Years Borrower

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shall pay to Lender on the Quarterly Payment Date, that amount, if any, by which the Net Monthly Cash Flow After Reserves previously paid during the current Modified Loan Year is less than the amount determined by multiplying the Minimum Paid Interest for such Modified Loan Year by a percentage equal to the percentage of such Modified Loan Year that has elapsed. In the event that the aggregate of all amounts paid to Lender under this paragraph for a particular Modified Loan Year does not equal or exceed the Minimum Paid Interest for such Modified Loan Year, as set forth above, then Borrower will pay to Lender an amount equal to any such deficiency within 20 days after the end of such Modified Loan Year.

(b) During the sixth and seventh Modified Loan Years, Borrower will make payments to Lender in accordance with the original terms of the Note.

(c) It shall be a default under this Modification in the event Borrower does not make any payments specified in this Modification when due, and the grace periods specified in paragraph 6a of the Note or paragraph 20(a) of the Mortgage shall not apply to payments due under this Modification.

8. Interest Accruals. (a) During the first five Modified Loan Years, any amount by which the Payable Interest for a particular period exceeds the Paid Interest for such period (the "Accrued Interest") will be deferred (the "Accrued Interest Amount"). Conversely, during the first five Modified Loan Years, any amount by which the Paid Interest for a particular period exceeds the Payable Interest for such period will be applied against the Accrued Interest Amount to reduce the Accrued Interest. During the first five Modified Loan Years, Accrued Interest will not bear interest.

(b) At the beginning of the sixth Modified Loan Year, the Accrued Interest Amount then outstanding and any future Accrued Interest will be added to the then outstanding principal balance of the Loan and such amount will thereafter accrue interest in accordance with the original terms of the Note.

9. Additional Interest. During the first five Modified Loan Years, no Additional Interest, as defined in paragraph 4 of the Note, will be payable, nor will a prepayment premium under paragraph 10 be payable. During the sixth and seventh Modified Loan Years, all Additional Interest and prepayment premiums will be payable in accordance with the original terms of the Note.

10. Budget. At least 30 days before the beginning of each Modified Loan Year, Borrower shall prepare and deliver to Lender a budget, prepared in accordance with customary standards for first class hotels, showing all ordinary and necessary operating expenses for the operations of the Property, including routine maintenance and repair expenses, payroll as is customary

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for the operation of a hotel comparable to the Property, insurance as shall apply to the operation and protection of the Property and fire and casualty events, real estate and personal property taxes, and advertising as may apply to the Property only, for the succeeding Modified Loan Year and pro forma projections of Net Monthly Cash Flow After Reserves for each month of such Modified Loan Year (the "Budget"). In the event of any change in the Budget during a Modified Loan Year, Borrower shall deliver a modified Budget to Lender showing such changes. Prior to the Effective Date, Borrower shall prepare and deliver to Lender a Budget for the first Modified Loan Year.

11. FF&E Reserve and Escrow Fund. From and after the Effective Date, the "Applicable Amount" to be deposited each calendar month on the Monthly Payment Date into the Fund for replacement of FF&E, as those terms are defined in and as provided in paragraph 59 of the Mortgage, will be (a) an amount of cash equal to 1% of each calendar month's Monthly Gross Income (the "Minimum FF&E Reserve"), plus (b) to the extent that Net Monthly Cash Flow is available after reduction for the Minimum FF&E Reserve and the Escrow Fund and after providing for payment of the payments due on the Quarterly Payment Dates, an additional amount of cash of up to an additional 1% of such calendar month's Monthly Gross Income (the "Additional FF&E Reserve"). The Additional FF&E Reserve may be used to pay Minimum Paid Interest at the end of a Modified Loan Year if Net Cash Flow After Reserves for such Modified Loan Year is less than Minimum Paid Interest for such Modified Loan Year. From and after the Effective Date Borrower will also pay to Lender each month on the Monthly Payment Date, from Monthly Gross Income, the Escrow Fund for taxes and insurance premiums as provided in, and in accordance with, paragraph 6 of the Mortgage. Initial payments to the Escrow Fund shall be at the rate of \$38,400 per month. At the time of execution of this Modification, Borrower shall pay to Lender, to be held in the Escrow Fund, an initial deposit of \$274,763. Any amount currently being held by Lender for Borrower's taxes or insurance premiums will be transferred to the Escrow Fund. In the event that any Monthly Gross Income is insufficient to pay the required payments for the Escrow Fund and the applicable Minimum FF&E Reserve, Borrower will pay such deficiency on the Monthly Payment Date. The Minimum FF&E Reserve, the Additional FF&E Reserve and the Escrow Fund are herein referred to as the "Reserves." Lender shall have a security interest in the Reserves, as set forth in paragraph 6 and paragraph 59 of the Mortgage.

12. Pre-Effective Date Net Operating Income. Borrower will pay to Lender net operating income and receivables from the Property attributable to the period prior to the Effective Date in the following amounts and on the following dates:

\$462,320	-	at execution of this Modification
50,000	-	June 20, 1990
20,000	-	June 25, 1990

20,000	-	June 28, 1990
20,000	-	July 3, 1990
20,000	-	July 6, 1990
20,000	-	July 11, 1990
20,000	-	July 16, 1990
20,000	-	July 19, 1990
20,000	-	July 24, 1990
20,000	-	July 27, 1990
20,000	-	July 31, 1990

The amounts paid under this paragraph 12 shall not be deemed to be part of Monthly Gross Income collected subsequent to the Effective Date, but shall be applied against accrued interest on the Loan prior to the Effective Date that has not been included in the principal amount specified in paragraph 3 hereof.

13. Equity Investor. From and after the Effective Date, Borrower may admit new partners or other equity investors into Borrower (the "Equity Investor"), without Lender's consent, provided that: (a) the Equity Investor pays cash to Borrower for such investment or puts up a letter of credit that may be drawn upon to cover operating deficits; (b) Borrower notifies Lender of the identity of the proposed Equity Investor at least 30 days before such investment; (c) the presence of such Equity Investor is not prejudicial to Lender's interests in Lender's judgement; (d) no cash or other distributions are made to any partner of Borrower or to the Equity Investor until after the Loan has been repaid in full; (e) all contributions made by such Equity Investor are applied to the payment of interest on the Loan, operating expenses of the Property, or against principal or other amounts due under the Loan; and (f) Borrower takes such steps as Lender may reasonably require with respect to the addition of the Equity Investor as a partner, including, but not limited to, amending or restating Borrower's partnership agreement, delivering a written acknowledgement of the Loan as a debt of Borrower both prior to and after such investment, or taking such other steps necessary to assure Borrower's continued existence and continued obligations under the Loan.

14. Management. From and after the Effective Date, the Property will be managed by a management company named The Oracle Group, Inc., to be formed and owned entirely by Don Kilourie, in which Glenn Hartung will be an officer (the "Manager"). The Manager will be retained pursuant to a management agreement which shall be subject to Lender's prior approval, which will provide, among other matters, that the Manager may receive a fee for management of the Property not to exceed 3% of the Monthly Gross Income from the Property and that such management agreement will be terminable at the option of Lender in the event of default by Borrower under the Loan Documents, not cured within any applicable grace periods.

15. Sale of Restaurant Parcel. From and after the Effective Date, in the event of a sale of the Restaurant Parcel,

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as defined in paragraph 58 of the Mortgage, and if an Equity Investor has not been admitted, the proceeds of such sale will be applied as follows:

(a) The proceeds of such sale will first be paid to Lender to the extent, if any, that Excess Real Estate Taxes, as defined below, were offset against Minimum Paid Interest pursuant to paragraph 6(a) hereof. Such proceeds shall then be paid to Borrower to reimburse Borrower for any Excess Real Estate Taxes paid by Borrower out of funds other than Monthly Gross Income, and the balance shall be deposited in the Escrow Fund if necessary for Excess Real Estate Taxes. "Excess Real Estate Taxes" are the amount of real estate taxes relating to the Property paid by Borrower in excess of \$460,000 during each of the first or second Modified Loan Years, but only to the extent that Net Cash Flow After Reserves after payment of Minimum Paid Interest for the applicable Modified Loan Year, calculated with deduction for real property taxes limited to \$460,000, is insufficient to pay such excess.

(b) The proceeds of such sale will next be applied to payment of the Accrued Interest Amount until such Accrued Interest Amount is repaid in full.

(c) The balance of such sale proceeds will next be applied to the outstanding amounts due under the Loan Documents.

If an Equity Investor has been admitted, the proceeds of such sale will be first applied to payment of the Accrued Interest Amount, as described in subparagraph (b) above, and the balance of such proceeds will be applied to the outstanding amounts due under the Loan Documents, as described in subparagraph (c) above, and no portion of such proceeds will be applied to Excess Real Estate Taxes described in subparagraph (a) above.

16. Early Payment of Loan. Provided that Borrower is not then in default under the Loan Documents, Borrower may prepay the Loan at any time before the end of the fifth Modified Loan Year, by paying to Lender the principal amount of \$23,000,000 (less any payments of principal, if any, made under paragraph 13(e) or 15(c) above or otherwise) without premium and penalty, together with all then due interest under the Loan Documents, including the Accrued Interest Amount, and any other amounts due to Lender under the Loan Documents other than for repayment of principal, which payment will satisfy all of Borrower's obligations under the Loan.

17. Due on Sale. Borrower acknowledges that any sale, transfer, or conveyance, as defined in paragraph 10 of the Mortgage, without Lender's prior written consent, shall, except as provided in Section 13 hereof, be an Event of Default under the Mortgage; and the entire principal amount of the Loan together with all interest, including Accrued Interest, and other

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amounts due under the Loan Documents shall, at Lender's option, be immediately due and payable.

18. Audit Rights. At any time during the Modified Term, Lender, or Lender's agents, may, upon giving 24 hours' advance notice, enter upon and inspect any part of the Property, inspect and audit the books and records of Borrower with respect to the Property, and make and retain copies of any such books and records. Borrower will keep all books and records relating to the operations of the Property at a convenient location at the Property open to Lender or Lender's agents at all times. All such books and records will be kept in accordance with the requirements of the Loan Documents and must be satisfactory to Lender. Borrower will cooperate with Lender in any such inspection or audit of the Property or of such books and records, and shall, if required pursuant to paragraph 18(c) of the Mortgage, reimburse Lender for the cost of such inspection or audit.

19. Consent Order. Borrower and each of the Guarantors, shall, to the extent lawful, cause themselves and each of their affiliates who are parties to the Action (the "Defendant Parties") to consent to, and use reasonable efforts to bring about, the entry of an order (the "Order") which contains the following terms in form and substance acceptable to Lender:

a. The Defendant Parties shall admit the allegations of the complaint (the "Complaint") initiating the Action.

b. The Defendant Parties shall waive any and all defenses, counterclaims and rights of offset they may or may not have or could assert to the allegations set forth in the Complaint, the indebtedness owed under the Loan Documents, and the enforcement of the Loan Documents, including, without limitation, foreclosure upon the property subject to the Mortgage.

c. The Court shall retain jurisdiction over the Action and the enforcement of the Loan Documents, including, without limitation, the enforcement of the Order. In the event that, on or after the date hereof, the Borrower or any of the Guarantors breach any of the terms of Loan Documents, including, without limitation, this Modification, then, upon motion by Lender to the Court, upon three (3) days' notice to the counsel for Defendant Parties, the Court shall enter an Order in the Action which contains appropriate terms for a decree of foreclosure directing that the property subject to the Mortgage shall immediately be offered for sale at foreclosure, and, pending foreclosure, if Lender so requests, a receiver or mortgagee-in-possession shall be immediately appointed in connection with the property subject to the Mortgage.

d. The general partners of the Borrower and the Guarantors shall be enjoined from causing the Borrower to file a petition under the Bankruptcy Code (11 U.S.C. § 101, et. seq.) without the prior written consent of the Lender.



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Notwithstanding the foregoing, nothing herein, or in the Order, shall constitute an admission or consent by the Guarantors of any ultimate liability they may have pursuant to the Guaranty, as set forth in Count II of the Complaint, except that the Guarantors each hereby confirm that, as of the date hereof, their obligations pursuant to the Guaranty continue in full force and effect and, also as of the date hereof, the Guarantors agree that they have no defenses, counterclaims and rights of offset with regard to enforcement of the Guaranty and that they shall be estopped from raising any defenses, counterclaims and rights of offset which might exist on the date hereof.

20. Conditions Precedent to Effective Date. Each of the following conditions (the "Conditions Precedent") shall be fulfilled by Borrower to Lender's reasonable satisfaction before this Modification becomes effective. In the event that all of the Conditions Precedent are not so satisfied upon execution hereof, then, at Lender's option and upon written notice from Lender to Borrower, this Modification will terminate and be of no further force or effect.

a. Title. Borrower, at Borrower's cost, shall furnish to Lender an endorsement to Lender's existing title insurance policy (the "Policy") updating the Policy and insuring the Mortgage as modified by this Modification as a first and prior lien against the Property. Such endorsement shall be subject only to those matters to which the original Policy was subject.

b. Condition of Property. Borrower shall have satisfied Lender that the Property, including, but not limited to the improvements, are in good condition and repair.

c. Financial Statements. Borrower shall have delivered to Lender monthly, quarterly, and annual financial statements, prepared and certified in accordance with the requirements of the Loan Documents, for the calendar year 1989. Borrower shall have made all of Borrower's books and records relating to the Property and its operations available to Lender at the Property or at such other place as Lender may reasonably request.

d. Management Agreement. Borrower and Entrust Hotel Management Corporation shall have terminated that certain management agreement between them dated February 10, 1987, and Borrower and Manager shall have entered into a management agreement conforming to the requirements of this Modification and which is satisfactory to Lender in all respects.

e. Borrower's Attorney's Opinion. Borrower shall deliver to Lender an opinion of counsel for Borrower, satisfactory to Lender, stating, among other things, that:  
(i) Borrower is a duly formed and validly existing limited

partnership under the laws of the State of Illinois, its general partners have full power and authority to execute and deliver this Modification and all documents contemplated by this Modification; (ii) this Modification and all documents contemplated by this Modification are valid obligations of Borrower, enforceable in accordance with their terms, and have been duly authorized and executed by Borrower and by each general partner of Borrower; (iii) the execution and delivery of this Modification and all documents contemplated by this Modification by Borrower will not result in a breach of, or constitute a default under any mortgage, lease, bank loan, credit arrangement, or other instruments, of which counsel has knowledge, to which Borrower is a party or by which Borrower, its general partners, or the Property may be bound or affected; (iv) the Loan Documents as modified by this Modification are in full force and effect and enforceable against Trustee, Borrower, or the Guarantors, as the case may be, in accordance with their terms.

f. Pre-Effective Date Revenues and Expenses.

All expenses and other payables payable in the period prior to the Effective Date shall have been paid and satisfied in full out of the operating revenues from the Property generated prior to the Effective Date and all net operating income received prior to the Effective Date shall have been paid to Lender and applied as described in paragraph 12 above, except that all such income received in the month immediately prior to the Effective Date, may be paid on the first Monthly Payment Date after the Effective Date.

g. Initial Budget. Borrower shall have prepared and delivered to Lender a Budget for the first Modified Loan Year in accordance with the provisions of paragraph 10 above.

h. Franchisor. Borrower shall have obtained from Carlson Hospitality Group, Inc. ("Franchisor") an estoppel statement from Franchisor to the effect that the License Agreement (as defined in the Mortgage) is in full force and effect and there are no defaults thereunder, and that any indebtedness owed by Borrower to Franchisor shall not be an obligation of Lender if it succeeds to the interests of Borrower and is subordinate to the interests of the Lender. Within 45 days after the Effective Date, Borrower shall obtain from the Franchisor an agreement to forgive such indebtedness in its entirety.

i. No Default. Seller shall not then be in default under this Modification.

If any of the forgoing conditions are not satisfied on or before the date specified above, then this Agreement, at Lender's option and upon notice from Lender to Borrower, will terminate and be of no further force or effect. Lender acknowledges that Borrower has complied with subsections b, c and g above.

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21. Other Documents. Borrower will execute, acknowledge, deliver, and cause to be recorded or filed, as appropriate, such other documents or instruments as Lender may from time to time require to evidence or perfect the agreements made in this Modification and the security of the collateral for the Loan, including, but not limited to, a Modification to Mortgage, Security Agreement and Assignment of Rents to be recorded in the records of Cook County, Illinois. Each and every Loan Document is deemed to be modified as necessary to conform to the terms of this Modification. Any default by Borrower under this Modification shall constitute a default under all other Loan Documents and shall entitle Lender to exercise any remedies it may have under any of the Loan Documents as a result of default.

22. No Other Modifications. Except as modified by this Modification, the terms of the Note, the Mortgage, and each other Loan Document will remain in full force and effect as originally written. Specifically, Borrower acknowledges that the Mortgage remains in full force and effect with respect to the Loan as modified by this Modification.

23. Counterparts. This Modification may be executed in several counterparts, each of which will be an original and all of which taken together will be one document.

24. Exculpation of Trustee. This Modification is executed by Chicago Title and Trust Company, not personally or individually, but as Trustee under Trust Agreement dated January 1, 1987, and known as Trust No. 1089472, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on Chicago Title and Trust Company personally to pay the Note or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder hereof and by every person now or hereafter claiming any right or security hereunder, and that so far as Chicago Title and Trust Company personally is concerned, the legal holder or holders hereof and the owner or owners of any indebtedness accruing hereunder shall look solely to the Mortgaged Property securing this Note for payment thereof.

25. Exculpation of Partners. The provisions of paragraph 55 of the Mortgage shall be applicable to the liability of Borrower and its partners hereunder.

26. Time. Time is of the essence of this Modification.

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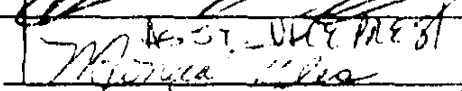
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The parties have executed this Modification on the date first written above.

TRUSTEE:

CHICAGO TITLE AND TRUST COMPANY,  
not personally by as Trustee under  
Trust Agreement, dated January 1,  
1987 and known as Trust No. 1089472

By: 

Attest: 

ASST. SECRETARY

ASST. SECRETARY

BORROWER:

GLENVIEW ASSOCIATES LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

By: 

Glenn J. Hartung,  
General Partner

By: 


William J. Walsh,  
General Partner

LENDER:

CHRYSLER FINANCIAL CORPORATION, a  
Delaware corporation, corporate  
successor in interest to Chrysler  
Capital Realty Inc

By: 

Bruce Diller, Vice President

Attest: 

Asst. Sec.

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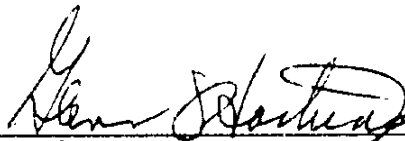
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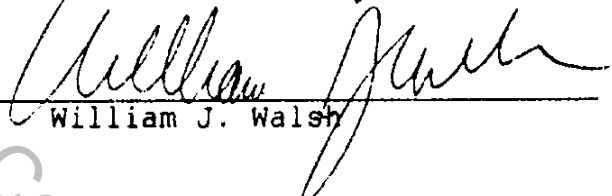
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## Guarantors' Consent, Confirmation and Agreement

The undersigned as Guarantors under the Guaranty described above, hereby consent to the above Modification and hereby confirm that such Guarantors' obligations under the Guaranty continue in full force and effect with respect to the Loan and the Loan Documents as modified by the Modification. The Guarantors hereby specifically accept and agree to the provisions of Paragraph 19 of the Modification. The Guarantors acknowledge that the above consent, confirmation and agreement are a material portion of the consideration to Lender to enter into the above Modification.

  
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Glenn J. Hartung

  
\_\_\_\_\_

William J. Walsh

Property of Cook County Clerk's Office

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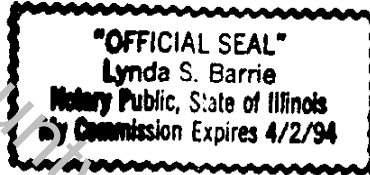
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that 9408191111 - MAES, personally known to me to be the ASST. VICE - MCWICK - MAES, personally known to me to be the ASST Secretary thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASST. VICE President and ASST Secretary, they signed and delivered such instrument and caused the corporate seal of such corporation to be affixed thereto, pursuant to authority given by the Board of Directors of such corporation, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of July, 1990.

Lynda S. Barrie  
Notary Public

My commission expires:  
\_\_\_\_\_



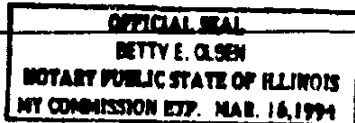
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Glenn J. Hartung and William J. Walsh, as general partners of Glenview Associates Limited Partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of June, 1990.

Betty E. Olsen  
Notary Public

My commission expires:



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My Commission Expires 12/31/2014  
Notary Public  
Lynette J. [Name]  
OFFICE: [Address]  
[Phone Number]

10/27/2014 10:00 AM  
4520 [Address]  
COOK COUNTY CLERK'S OFFICE  
100 W. WASHINGTON ST. CHICAGO, IL 60601

10/27/2014 10:00 AM  
4520 [Address]





UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
JAN 11 2010  
11:55 AM  
CLERK'S OFFICE

# UNOFFICIAL COPY

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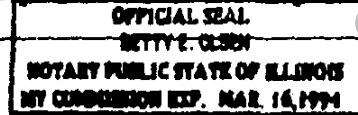
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William J. Walsh, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of June 1990.

*Betty E. Olson*  
Notary Public

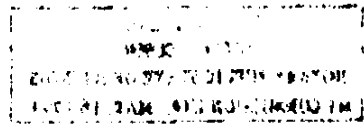
My commission expires:



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5/12/2011 10:10:10 AM

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9 0 3 2 5 8 0 2

## EXHIBIT A

### Legal Description

Lot 1 in Park Central Subdivision in the South West 1/4 of Section 29 and the North West 1/4 of Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, lying East of the Illinois State Toll Highway and Southwesterly of Milwaukee Avenue in Cook County, Illinois.

Permanent Index Numbers: 04-32-100-020; 04-32-100-021; 04-32-100-022

c/k/a land at Milwaukee Avenue and Illinois Toll Highway

After recording this document  
should be returned to:

Mr. Roger Vree  
Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603

Box 333

50325802