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92620792

MODIFICATION AGREEMENT

This Agreement, made as of the 23rd day of June, 1992, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a National Banking Association under the laws of the United States of America, ("Lender"), and LASALLE NATIONAL BANK, ^{Trust} N.A, not personally but solely as Trustee under a Trust Agreement dated June 24, 1986 and known as Trust 111240, ("Borrower").

WITNESSETH:

Whereas, the Borrower heretofore executed a certain Mortgage and Assignment of Rents and Lessor's Interest in Leases, both dated October 1, 1986 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on December 24, 1986, as Document Numbers 86615792 and 86615794, conveying real estate in Cook County, Illinois, legally described in "Exhibit A" attached hereto and made apart hereof by this reference: ("Mortgage"), which said Mortgage was given to secure the payment of a certain Note executed by the Borrower in the sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 (\$2,850,000.00) DOLLARS.

Whereas, said Mortgage securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum of \$2,850,000.00. AND

Whereas, the parties hereto have agreed upon a Modification in said Mortgage, hereinafter set forth. NOW

Therefore, in consideration of the premises and mutual promises and agreements made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows:

1. The principal balance outstanding as of June 23, 1992 is ONE MILLION FOUR HUNDRED SIXTY THOUSAND SIX HUNDRED TWENTY EIGHT AND 18/100 (\$1,460,628.18) DOLLARS.
2. The rate will float 1/2% over the base rate (prime rate).
3. A \$160,000.00 principal reduction will be made by June 30, 1992.
4. Monthly payment will be ^{4,000.00} ~~\$6,100.00~~ principal plus interest.
5. The maturity date of April 30, 1993 is now extended to July 31, 1995.
6. A fee in the amount of \$6,500.00 (1/2% on \$1,300,000.00) will be paid to the Lender as additional consideration for this modification.

And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and in the Mortgage contained, as modified, shall stand and

Box 221

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This instrument prepared by and
AFTER RECORDING PUT IN BOX 221
Mary J. Gonzalez
AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO
33 North LaSalle Street
Chicago, Illinois 60602

Harvey Gatten
Richard Stone

Howard Stone
Consent and Acknowledgment of Grantors:

Assistant Secretary
Attest:

By: Vice President
Borrower
Lasalle National Bank, N.A.,
Trustee, under Trust #111240

Assistant Secretary
Attest:

By: Vice President
Lender
American National Bank and
Trust Company of Chicago

remain unchanged and in full force and effect, except only as
amended; and further that in the event of a failure to pay
the same principal sum of \$1,460,628.18 or so much as is here
outstanding as herein provided, or to keep, fulfill or
perform any or all of the covenants and agreements contained
in said Mortgage, then the whole of said principal sum shall,
at the election of the holder of said Note, become at once,
without notice, due and payable and may be collected together
with all accrued interest thereon, in the same manner as if
said modification had not been granted, anything hereinbefore
contained to the contrary notwithstanding.
And it is expressly understood and agreed by and between the
parties hereto that the covenants and agreements herein
contained shall bind, and inure, to the respective heirs,
executors, administrators, legal representatives and assigns
of the said parties hereto.
In witness whereof, the said parties hereto have signed,
sealed and delivered these presents on the day and first
above written.

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THIS INSTRUMENT IS EXECUTED BY THE TRUSTEES OF THE NATIONAL TRUST, N.A., NOT PERSONALLY BUT SOLELY AS TRUSTEES AS AFORESAID, IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEES. ALL THE TERMS, PROVISIONS, stipulations, covenants, and conditions to be performed by NATIONAL TRUST, N.A. ARE UNDERTAKEN BY IT SOLELY AS TRUSTEES AS AFORESAID, AND NOT INDIVIDUALLY OR AS TRUSTEES OF ANY OTHER ENTITY. NATIONAL TRUST, N.A. BY REASON OF ANYTHING CONTAINED IN SAID INSTRUMENT, OR IN ANY PREVIOUSLY EXECUTED DOCUMENT, WHETHER OR NOT EXECUTED BY SAID TRUSTEES, IS NOT A PARTY 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 NATIONAL TRUST, N.A., PERSONALLY OR AS SAID TRUSTEES, TO SEQUESTER THE RENTS, ISSUES AND PROFITS ARISING FROM THE DISPOSITION THEREOF, BUT SO FAR AS SAID TRUSTEES AND ITS SUCCESSORS AND SAID NATIONAL TRUST, N.A. PERSONALLY ARE CONCERNED, THE LEGAL HOLDER OR HOLDERS OF THIS INSTRUMENT AND THE OWNER OR OWNERS OF ANY INDEBTEDNESS ACCORDING HEREUNDER SHALL LOOK SOLELY TO THE MORTGAGED ESTATE FOR THE PAYMENT THEREOF, BY ENFORCEMENT OF THE LIEN HERETOFORE CREATED IN THE MANNER PROVIDED THEREFOR AND AS PROVIDED IN SAID NOTE OR BY ACTION TO ENFORCE THE PERSONAL LIABILITY OF THE GUARANTOR, IF ANY. TRUSTEES DOES NOT WARRANT, INDEMNIFY, DEFEND TITLE NOR IS IT RESPONSIBLE FOR ANY ENVIRONMENT DAMAGE.

June 23rd, 1992

111240

(BETWEEN THE PARTIES)
 (EXTENSION AND RENEWAL)
 (ADDITIONAL AGREEMENT)
 (Modification Agreement)

EXHIBIT A

parcel 3

Parcel 3
4128-4150 WEST DEMPSTER STREET, SKOKIE, COOK COUNTY,
ILLINOIS ("THE 4150 CENTER"):

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STATE OF ILLINOIS)

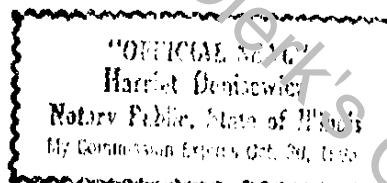
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek, Vice President (title) of LaSalle National Bank, N.A. and William H. Dillon, Asst Secretary (title), personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the use and purposes therein set forth; and the said did also then and there acknowledge that he as custodian of the corporate seal of said bank, did affix the said corporate seal of said company to said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of July, 19 92.

Harriet Denicewicz
Notary Public

My commission expires:



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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Mary J. Gonzalez, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James E. Phillips, Vice President of American National Bank and Trust Company of Chicago, a national banking association, and William D. Provan, Assistant Secretary of said national banking association, 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 acts, and as the uses and purposes therein set forth; and the said Vice President did also then and there acknowledge that he as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10 day of July, 1992.

Mary J. Gonzalez
Notary Public

My commission expires:



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