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This Instrument was prepared by:
Raymond J. Walschlager, Esq.
First Interstate Commercial Mortgage Company
100 South Wacker Drive
Chicago, Illinois 60606

THIRD MODIFICATION AGREEMENT

THIS THIRD MODIFICATION AGREEMENT ("Agreement") is entered into as of the *31st* day of *December*, 1991 among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated July 11, 1988 and known as Trust No. 105942-08 ("Trust 105942-08") as to Parcel 1 of the real estate described on Exhibit "A" attached hereto and made a part hereof, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated December 11, 1985 and known as Trust No. 66268 ("Trust 66268") as to Parcel 2 of the real estate described on Exhibit "A" attached hereto and made a part hereof, ("Trust 105942-08 and Trust 66268 are sometimes hereinafter collectively referred to as "Trust") and FIRST INTERSTATE COMMERCIAL MORTGAGE COMPANY, hereinafter referred to as "First Interstate"),

WITNESSETH:

WHEREAS, Trust 105942-08 for valuable consideration did execute and deliver its Note Secured By Mortgage ("Note") dated June 20, 1989, in the principal sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) made payable to the order of First Interstate, and

WHEREAS, to secure Note, Trust did execute and deliver their Construction Mortgage and Security Agreement ("Mortgage") of even date with Note, wherein it did remise, release, assign and convey to First Interstate the real estate described on attached Exhibit "A", which Mortgage was recorded in the Recorder's Office of Cook County, Illinois on June 26, 1989 as Document No. 80289393, and

WHEREAS, Note and Mortgage were modified by Modification Agreement dated as of December 31, 1990 and recorded April 2, 1991 as Document No. 91186742, and Second Modification Agreement dated as of June 30, 1991 and recorded concurrently herewith, and

WHEREAS, Trust and First Interstate mutually desire to further modify the Note and Mortgage as hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH;

THAT for and in consideration of the sum of Ten Dollars (\$10.) and other good and valuable consideration, mutually paid by the parties hereto unto each other, the receipt and sufficiency of which is hereby acknowledged, and further in consideration of the agreements, covenants, conditions and stipulations herein set forth, the parties hereto for themselves and their respective successors and assigns, do hereby covenant and agree as follows, to-wit:

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- a) The maturity date of Note and Mortgage is hereby extended to June 30, 1992.
- b) Trust 105942-08 hereby covenants and agrees to continue making interest and principal payments as set forth in the Second Modification Agreement on the first day of January, 1992, and on the first day of each and every month thereafter up to and including the first day of June, 1992, and a final installment equal to the entire unpaid principal balance and accrued interest thereon shall be due and payable, if not sooner paid, on the thirtieth day of June, 1992.

Except as previously modified and modified hereinabove, the terms and conditions of the Note and Mortgage shall be and remain unchanged and in full force and effect as written.

Nothing herein contained shall in any manner affect the priority or lien of the Mortgage securing the Note, or the covenants, conditions and agreements therein contained.

This Modification Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but solely as Trustee under the terms of the Trust Agreement dated July 11, 1984 and known as Trust Number 105942-08, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing contained in the Mortgage, Note or contained in Other Loan Documents (as said term is defined in the Mortgage), shall be construed as establishing any personal liability on the said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, its agents or employees, except as specifically set forth in the Building Loan Agreement or any Guaranty Agreement, to pay Indebtedness (as said term is defined in the Mortgage and Note) or to perform any of the terms, covenants, conditions and agreements herein or therein contained, all such personal liability being expressly waived by First Interstate, First Interstate's recourse being against Mortgaged Premises (as said term is defined in the Mortgage), the income, proceeds and avails thereof for the payment of Indebtedness (as said term is defined in the Mortgage and Note).

This Modification Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but solely as Trustee under the terms of the Trust Agreement dated December 11, 1985 and known as Trust Number 66268, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing contained in the Mortgage, Note or contained in Other Loan Documents (as said term is defined in the Mortgage), shall be construed as establishing any personal liability on the said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, its agents or

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employees, except as specifically set forth in the Building Loan Agreement or any Guaranty Agreement, to pay Indebtedness (as said term is defined in the Mortgage and Note) or to perform any of the terms, covenants, conditions and agreements herein or therein contained, all such personal liability being expressly waived by First Interstate, First Interstate's recourse being against Mortgaged Premises (as said term is defined in the Mortgage), the income, proceeds and avails thereof for the payment of Indebtedness (as said term is defined in the Mortgage and Note).

Nothing contained herein or in Other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair indebtedness (as said term is defined in the Mortgage and Note) or the rights of the undersigned to enforce its remedies pursuant hereto and to Other Loan Documents (as said term is defined in the Mortgage), including without limitation, the right to pursue any remedy for injunctive or other equitable relief.

IN WITNESS WHEREOF, this Agreement has been duly executed by Trust and First Interstate.

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, not personally, but as Trustee
under Trust Number 105942-08

BY: [Signature]
Title: Assistant Vice President

ATTEST: [Signature]
Title: ASSISTANT SECRETARY

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, not personally, but as Trustee
under Trust Number 66268

BY: [Signature]
Title: Assistant Vice President

ATTEST: [Signature]
Title: ASSISTANT SECRETARY

FIRST INTERSTATE COMMERCIAL MORTGAGE
COMPANY

BY: [Signature]
Title: S.A.V.P.

ATTEST: _____
Title: _____

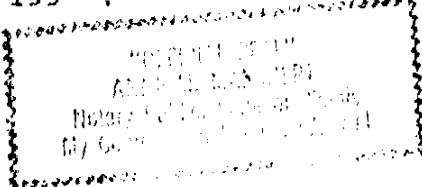
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, ANNETTE M. WOODMAN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT E. JOHANSEN, Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 105942-08, and J. Michael Whelan, ASSISTANT Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing Modification Agreement as such Assistant Vice President and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said Modification Agreement as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that (he) (she), as the custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to this Modification Agreement as (his) (her) 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 FEB 11 day of 1992 199



Annette M. Woodman
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, _____ Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 66268, and J. Michael Whelan, _____ Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing Modification Agreement as such Second Vice President and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said Modification Agreement as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____ Secretary did also then and there acknowledge that (he) (she), as the

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 4 OF HUNTINGTON PLAZA BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTE, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS RECORDED BY DOCUMENT NO. 87 407 887.

PARCEL 2:

LOT 3 OF HUNTINGTON PLAZA BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS RECORDED BY DOCUMENT NO. 87 407 887.

PIN 02-30-100-015
02-30-100-016

Algonquin Road near
Versailles Road
Hoffman Estates, IL

92183417

Mail to: Richard Holman
First Interstate Commercial Mortgage Company
100 S. Wacker Drive, St. 400
Chicago, IL 60606