

MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, LOAN AGREEMENT AND RELATED LOAN DOCUMENTS

This Modification of Mortgage, Assignment of Leases and Rents, Loan Agreement and Related Loan Documents (hereinafter referred to as this "Agreement") is made as of September 1, 1993 by and among MAHZEL METALS, INC., an Illinois corporation (hereinafter referred to as "Mahzai Nietals"), LA SALLE NATIONAL TRUST, N.A., not personally, but as Successor Trustee to LaSelic National Bank, as Successor Trustee to Exchange National Bank of Chicago as Trustee under Trust Agreement dated October 23, 1978 and known as Trust No.10-34638-09 (hereinafter referred to as "Trustee"), DONALD CHAIMOVITZ (hereinafter referred to as "Guarantor") and PIONE R BANK & TRUST COMPANY, an Illinois state banking association (hereinafter referred to as "Jender").

DEPT-01

\$59.00

WITNESSETH:

174444 TRAN 9604 11/12/93 11:20:00 45146 7 *-93-921642

COOK COUNTY RECORDER

WHEREAS, Mahzel Metals and Lender have entered into a certain Commercial Loan Agreement dated October 1, 1987 (hereinafter, as modified by those certain Modification Agreements dated February 11, 1988, February 15, 1989 and February 15, 1990, referred to as the "Loan Agreement"):

WHEREAS, pursuant to the Loan Agreement (i) Trustee executed and delivered to Lender a certain Secured Promissory Note dated October 1, 1987 payable to the order of Lender in the principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), which indebtedness is currently evidenced by that certain Secured Promissory Note dated October 1, 1992 executed by Trustee payable to the order of Lender in the principal amount of Four Hundred Fifty-Four Thousand Six Hundred Six and 13/100 Dollars (\$454,606.13)



(hereinafter referred to as the "Secured Promissory Note") and (ii) Mahzel Metals executed and delivered to Lender a promissory note evidencing indebtedness under the revolving credit facility described in Subparagraph 1(a) of said Loan Agreement, which indebtedness is currently evidenced by that certain Secured Promissory Grid Note executed by Mahzel Metals dated May 15, 1992 payable to the order of Lender in the principal amount of One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00) (hereinafter referred to as the "Grid Note") (the Secured Promissory Note and the Grid Note are hereinafter collectively referred to as the "Existing Notes");

WHEREAS, the Existing Notes are secured, inter alia, by (i) that certain Real Estate Mortgage dated October 1, 1987, made by Trustee, as mortgagor, to Lender, as mortgagee, recorded in the Office of the Recorder of Daeds of Cook County, Illinois on October 8, 1987 as Document No. 87548303 (hereinafter referred to as the "Mortgage") and encumbering the property (hereinafter referred to as the "Mortgaged Reperty") legally described on Exhibit A, which is attached hereto and made a part hereof, (ii) that certain Assignment of Leases and Rents dated October 1, 1987 made by Trustee, as assignor, to conder, as assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 8, 1987, as Document No. 87548304 (hereinafter referred to as the "Assignment of Leases and Rents"), (iii) those certain guaranties dated October 1, 1987, executed by Guarantor in favor of Lender, in connection with the obligations of Trustee and Mahzel Metals to Lender (hereinafter, together with those certain Reaffirmation of Guaranty Agreements dated February 15, 1989 and February 15, 1990, collectively referred to as the "Guaranties"), (iv) that certain Assignment Under Land Trust dated October 1, 1987 made by Guarantor, as assignor, to Lender, as assignee, which was acknowledged by Trustee on October 5, 1987 (hereinafter

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referred to as the "Assignment Under Land Trust") and (v) various other loan and security documents, including, without limitation, security agreements pursuant to which Mahzel Metals grants to Lender a security interest in and to its business assets, including, without limitation, its equipment, inventory and accounts receivable (the Loan Agreement, Existing Notes, Mortgage, Assignment of Leases and Rents, Guaranties, Assignment Under Land Trust and any and all other loan and/or security documents executed in connection therewith or herewith are hereinafter referred to as the "Loan Documents"); and

WHEREAS, the parties hereto desire to amend the Loan Documents to, among other things, provide for (i) the extension of the termination date of the revolving credit facility to July 31, 1994 and the reduction of the amount of such credit facility to Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000,00), and, in connection therewith, the replacement of the existing Grid Note with that certain Replacement Secured Promissory Grid Note dated September 1, 1993 (hereinafter referred to as the "haplacement Grid Note") executed by Mahzel Metals payable to the order of Lender in the principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), (ii) the extension until September 1, 1998 of the maturity date, and change in the amortization schedule, of the Secured Promissory Note, (iii) the repayment of a portion of the current outstanding principal amount of the revolving credit facility by extending to Mahzel Metals a term loan in principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) maturing March 27, 1994, which loan will be evidenced by that certain Secured Business Note dated September 1, 1993 executed by Mahzel Metals (hereinafter referred to as the "Short-Term Note") and (iv) the taking of additional collateral in the form of an assignment by Mahzel Metals of the beneficial interest in and to the land trust holding title to property commonly known as 1737 Sunnyside



Avenue, Highland Park, Illinois.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mahzel Metals, Trustee, Guarantor, and Lender do hereby agree as follows:

- 1. <u>AFFIRMATION OF RECITALS</u>. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. AMENDMENT OF LOAN AGREEMENT. The Loan Agreement is hereby amended as follows:
- 2.1 Subparagraphs 1(a) and (b) of the Loan Agreement are hereby amended by deleting same in their entirety and inserting in life thereof the following:
 - "(a) A Promissory Note payable to your order executed by us evidencing a revolving line of credit in the amount of \$750,000.00. Said note is payable as provided therein and bears interest at a rate which is equal to one and one-half percent (1-1/2%) above the rate of interest from time to time announced by Pioneer Bank & Trust Company as its prime rate.
 - (b) The aggregate principal amount of advances at any time outstanding under the revolving line of credit referenced in Subparagraph (a) above shall exceed the lesser of \$750,000.00 or the then current Borrowing Base (as haveinafter defined). "Borrowing Base" means, at any time, an amount equal to the sum of (i) 80% of the undersigned's eligible accounts receivable less than ninety (90) days old plus (ii) an amount equal to \$150,000.00 minus \$5,000.00 at the end of each calendar month occurring after September 30, 1993."
- 2.2 Paragraph 1 of the Loan Agreement is hereby amended by adding the following Subparagraph 1(i) thereto:



- "(i) The obligations of the makers of the notes described in this Agreement, together with any and all renewals, extensions and modifications thereof, will also be secured by a Security Agreement (Assignment of Beneficial Interest as Collateral) executed by the undersigned with respect to Pioneer Bank & Trust Company land trust No. 25766, which Land Trust holds title to the property commonly known as 1737 Sunnyside Avenue, Highland Park, Illinois."
- 2.3 Subparagraph 6(g) of the Loan Agreement is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:
 - "(a) Within 10 days after each month, we will provide you (x) a borrowing been certificate ("Borrowing Base Certificate"), substantially in the form of Exhibit A hereto, setting forth the Borrowing Base as of the last day of the month then most recently ended and (y) monthly agings on accounts receivable and accounts payable and an inventory summary report."
- 2.4 Paragraph 7 of the Loan Agreement is hereby amended by adding the following Subparagraphs (f) and (g) triansto:
 - "(f) We will not permit our Tangible Net Worth (as defined in accordance with generally accepted accounting principles) to at any time be less than \$500,000.00. Any calculation of such Tangible Net Worth shall exclude indebtedness under Subparagraph 1(d), as previously re-numbered, of this Agreement.
 - (g) We will not permit the ratio of our total liabilities to our Tangible Net Worth to at any time exceed 4.0: 1.0. Any calculation of such Tangible Net Worth shall exclude indebtedness under Subparagraph 1(d), as previously re-numbered, of this Agreement."
- 2.5 The Loan Agreement is hereby amended to add Exhibit A therate, same being in the form of Exhibit A hereto.
 - 3. AMENDMENT OF MORTGAGE. The Mortgage is hereby amended as follows:
- 3.1 The second paragraph on page 1 of the Mortgage is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

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"WITNESSETH: That to secure (i) the payment of Mortgagor's Secured Promissory Note dated October 1, 1992 in the original principal amount of Four Hundred Fifty-Four Thousand Six Hundred Six and 13/100 Dollars (\$454,606.13) (and all replacements, renewals and extensions thereof, in whole or in part), (ii) the payment of that certain Replacement Secured Promissory Grid Note executed by Mahzel Metals, Inc. (the "Company") dated September 1, 1993, payable to the order of Mortgagee in the original principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) (and all replacements, renewals and extensions thereof, in whole or in part), (iii) the payment of that certain Secured Business Note executed by the Company dated September 1, 1993, payable to the order of Mortgagee in the original principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) (and all replacements, renewals and extensions thereof, in whole or in part) and (iv) the payment or any and all other sums heretofore or hereafter loaned and advanced by Mortgagee to Mortgagor and/or the Company (all of which sums, together with the amount owing or the aforesaid notes (and all replacements, renewals and extensions thereof, in whole or in part), shall not exceed Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate) and the performance and observance by the Mortgagor and the Company and any guarantors of any indebtedness secured hereby, of all of the covenants, agreements, and conditions contained in said notes, this Mortgage, in all other instruments pertaining to the repayment of any indebtedness secured hereby (including any (urrenty thereof) and in any other security agreement relating to sums secured hereby, the Mortgagor hereby mortgages and conveys to the Mortgagee:

All those certain lots, pieces or parcals of land with the buildings and improvements thereon situated, lying and being in the County of Cook in the State of Illinois, as set forth in Exhibit A, attached hereto and made a part hereof."

- 3.2 The Mortgage is hereby amended by adding the following Paragraph 22 thereto:
 - "22. This Mortgage is granted to secure not only existing indibtedness, but also future advances from the Mortgagee to or for the benefit of the Company under the Company's Replacement Secured Promissory Grid Note previously described in this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage. All advances, disbursements or other payments required by said Replacement Secured Promissory Grid Note are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded."
- 4. AMENDMENT OF GUARANTY. The Guaranty dated October 1, 1987, executed



by Guarantor in favor of Lender in connection with the obligations of Trustee to Lender is hereby amended by deleting the words "LA SALLE NATIONAL BANK, not personally, but as Successor-Trustee to EXCHANGE NATIONAL BANK OF CHICAGO as Trustee under a Trust Agreement dated October 23, 1978 and known as Trust No. 10-34638-09 (hereinafter called "Client")" in the first paragraph on page 1 of said Guaranty and inserting in lieu thereof the words "LA SALLE NATIONAL TRUST, N.A., not personally, but as Successor Trustee to LaSalle National Bank, as Successor Trustee to Exchange National Bank of Chicago as Trustee under Trust Agreement dated October 23, 1978 and known as Trust No. 10-34638-09 (hereinafter called "Client")."

Except as amended by this Agreement, the terms and conditions of the Loan Documents remain in full force and effect.

5. RATIFICATION BY GUARANTOR. By execution of this Agreement, Guarantor hereby consents to the execution and delivery to Lender by Trustee and Mahzel Metals of this Agreement, the execution and delivery to Lender by Trustee of an allonge to the Secured Promissory Note, and the execution and delivery to Lender by Mahzel Metals of the Replacement Grid Note and the Short-Term Note and ratifies, confirms and acknowledges that, notwithstanding any amendments to the Mortgage, Loan Agreement and any other Loan Documents as set forth herein, the Guaranties remain in full force and effect in accordance with their terms and continue to guarantee the repayment of all obligations of the Trustee and Mahzel Metals to Lender, including, without limitation, all obligations of Trustee to Lender under the Secured Promissory Note and all obligations of Mahzel Metals to Lender under the Replacement Grid Note and the Short-Term Note.



- 6. REPRESENTATIONS AND WARRANTIES. Mahzel Metals, Guarantor and Trustee confirm and remake all representations and warranties set forth in the Loan Documents.
 - 7. <u>ADDITIONAL PROVISIONS</u>: This Agreement shall be effective only upon:
 - Endorsement to the existing mortgagee's title insurance policy issued by Ticor Title Insurance Company of California, insuring the continued validity and priority of the Loan Documents, as herein amended, following the recording of this Agreement (subject only to the matters set forth on Schedule B of said policy and approved by Lender), confirming all previous endorsements thereto, if any, and extending the effective date of the policy through the date of recording of this Agreement.
 - (b) Payment by Mahzel Metals to Lender, immediately upon submission of bills and invoices therefor, of all amounts incurred by or on behalf of Lender for attorneys' fees, recording expenses, title insurance fees (including, without limitation, a title search and issurance of the endorsement(s) described in (a) above), and all other costs incurred or to be incurred by or on behalf of Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof, including, without limitation, all costs and expenses with respect to



compliance by Mahzel Metals, Guarantor and Trustee with the terms and conditions hereof and Lender's enforcement thereof. The rights and remedies of Lender contained in this Paragraph 7 shall be in addition to, and not in lieu of, the rights and remedies contained in the Loan Documents, as herein amended, and as otherwise provided by law.

- The recording of a counterpart of this Agreement in the Office of the Recorder of Deeds of Cook County, Illinois.
- (d) Payment by Mahzel Metals to Lender of a closing fee in the amount of \$4,402.84.
- (e) Delivery by the Trustee to Londer of the duly executed Note Modification

 Allonge to the Secured Promissory Note.
- (f) Delivery by Mahzel Metals to Lender of the only executed Replacement

 Grid Note and Short-Term Note.
- (g) Delivery by Mahzel Metals to Lender of a Security Agreement

 (Assignment of Beneficial Interest as Collateral) with respect to Pioneer

 Bank & Trust Company Land Trust No. 25766.
- 8. **EFFECTIVENESS**. This Agreement shall be effective as of the date hereof.



- 9. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
- 10. <u>CONSTRUCTION</u>. This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that Mahzel Metals, Guarantor, Trustee and Lender have contributed substantially and materially to the preparation of this Agreement.
- 11. **GENDER**. All words herein which are expressed in the neuter gender shall be deemed to include the mascuirie, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- 12. ENTIRE AGREEMENT. Mahzel Metals, Guarantor, Trustee and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied not embodied in this Agreement and the Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Mahzel Metals, Guarantor, Trustee and Lender, and, except as amended herein, the provisions of the Loan Documents are hereby ratified and confirmed.
- 13. <u>BENEFIT</u>. This Agreement shall be binding upon and shall inure to the benefit of Mahzel Metals, Guarantor, Trustee and Lender, and their respective successors and assigns.
 - 14. RATIFICATION: AUTHORITY. Except as herein amended, the Loan Documents



shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein amended, are hereby ratified and reaffirmed. Mahzel Metals, Guarantor and Trustee each represent to Lender that there is no other ownership interest, mortgage lien, trust deed, or other interest, now outstanding against the Mortgaged Property, other than the lien of the Loan Documents; and that the lien of the Mortgage as previously subsisting and as herein amended, has been, is, and shall remain a valid first, prior and paramount lien on the Mortgaged Property, as described on Exhibit A attached hereto, enjoying the same or superior priority with respect to other claims upon the Mortgaged Property as prevailed prior to the execution of this Agraement. Mahzel Metals, Guarantor and Trustee have each duly authorized, executed and delivered this Agraement, and acknowledge that the Loan Documents are valid and enforceable in accordance with their terms against Mahzel Metals, Guarantor and Trustee.

- 15. <u>DEFAULTS</u>. The occurrence of any one or more of the following shall constitute a Default under this Agreement.
 - the untruthfulness of any representation or warranty contained in this

 Agreement, or the existence of a misrepresentation of fact or fraud

 contained in any document or information heretofore or hereafter submitted or

 communicated to Lender in support of this Agreement;
 - (b) breach or violation of any term, covenant, or condition contained in this Agreement; or
 - (c) any other default, not timely cured within any applicable cure or grace



period, under any of the Loan Documents or under the Replacement Grid Note or the Short-Term Note. Any Default hereunder shall constitute a default or event of default, as applicable, under each of the Loan Documents and the Replacement Grid Note and the Short-Term Note.

- 16. <u>TERMINATION</u>. Immediately following the occurrence of any Default under this Agreement, Lander may, at its option: (a) exercise any or all of its rights and remedies under the Loan Documents and/or (b) pursue any other remedies available to it.
- 17. PRIORITY OF MONTGAGE. All of the Mortgaged Property shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage, as herein amended, and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage, as herein emended, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents, as herein amended.
- acknowledge that it has thoroughly read and reviewed the terms and provisions of this Agreement and is familiar with same, that the terms and provisions contained herein are clearly understood by it and have been fully and unconditionally consented to by it, and it has had full benefit and advice of counsel of its own selection, in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has been entered into by them, respectively, freely, voluntarily, with full knowledge, and without duress, and that



in executing this Agreement, each, respectively, is relying on no other representations, either written or oral, or express or implied, made to them.

- 19. NO DEFENSES: RELEASE. As of the date of this Agreement, Mahzel Metals, Guarantor and Trustee acknowledge that they have no defense, offset, or counterclaim to any of their obligations under the Loan Documents. In addition to the foregoing (and to the extent of any such defense, offset or counterclaim), and as additional consideration for the amendment of the Loan Documents by Lender as herein set forth, Mahzel Metals, Guarantor and Trustee each hereby release and forever discharge Lender, its agents, servants, employees directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and n persons, firms, corporations, and organizations in its behalf of and from all damages, losser, plaims, demands, liabilities, obligations, actions and causes of action whatsoever which Nebzel Metals, Guarantor or Trustee may now have or claim to have against Lender, as of the date hereof, whether presently known or unknown, and of every nature and exterit whatsoever on account of or in any way relating to, concerning, arising out of or founded upon the Loan Documents, as herein amended, including, but not limited to all such loss or damage of any kind here ofore sustained, or that may arise, as a consequence of the dealings between the parties up in and including the date hereof.
- 20. **COUNTERPARTS**. It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts taken together, shall constitute one and the same Agreement. the Office even though all of the parties hereto may not have executed the same counterpart of this Agreement.

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TOTAS OFFICE IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in

manner and form sufficient to bind them as of the day and year first above written.

WAHZEL ME 'ALS, INC.

DONALD CHAIMODI :Y8

LA SALLE NATIONAL TRUST N.A., not personally, See Attached Rider For Trustee's Exoneration Clause

Trebises PResident

October 23, 1978 and known as Trust M. 60-8E94E-01 Chicago as Trustee under a Trust Acidement dated as Successor Trustee to Exchange National Bank of but as Successor Trustee to Lauria National Bank, Attest: Mancy A. Otsok

Asstatant Secretary

PIONEER BANK & TRUST COMPANY

Title:

Chicago, Illinois 60639 4000 W. North Avenue Ploneer Bank & Trust Company

This Document Prepared By

OT muteR bnA

ZOTUBS

Title:

UNOFFICIAL COPY

Property of Cook County Clark's Office

September 1, 1993

Under Trust No.

10-34638-09

This instrument is executed LASALLE MATIONAL TRUST, M.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE MATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE MATIONAL TRUST, N.A., either individually or as Trustee as aforesaid, relating 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 LASALLE MATIONAL TRUST, W.A., personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE MATIONAL TRUST, M.A. personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if Trustee does not warrant, indemnify, defend title nor



ACKNOWLEDGMENT

| STATE OF ILLINOIS) |
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| COUNTY OF COOK } |
| On this Acc day of Access, 1993 before me, a Notary Public in and for said County and State, appeared Access, to me personally known, who being by me duly sworn, did say that he/she is the Access of MAHZEL METALS, INC. and that the foregoing instrument was signed and sealed on behalf of said corporation and that ha/she acknowledged the foregoing instrument to be the free act and deed of said corporation. |
| NOTARY PUBLIC |
| |
| My Commission Expires: DOTINA DEVINE Notary Fuble, State of Plinois My Commission Expires 4 21.05 |
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ACKNOWLEDGEMENT

STATE OF ILLINOIS)

4/21/95

| COUNTY OF COULD | |
|----------------------------------|---|
| County and State, appeared Donal | 1993 before me, a Notary Public in and for said Chaimovitz to me personally known, who being by me ig instrument was signed and delivered by him as his own and purposes therein set forth. |
| | I have hereunto set my hand and affixed my official seal the day and year first above written. |
| | Genna Gerne |
| | NOTARY PUBLIC |
| My Commission Expires: | OFFICIAL SEAL DOTTA DEVICE Notary Pol. State of Longs |

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ACKNOWLEDGMENT

STATE OF ILLINGIS)

SS

COUNTY OF COOK 7

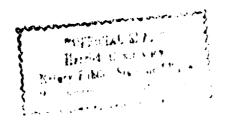
On this 24thday of September, 1993, before me, a Notary Public in and for said County and State, appeared with the said to me personally known, who being by me duly sworn, did say that he/she is, the Assistant Secretary of LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee as aforesaid, and that the foregoing instrument was signed and sealed on behalf of said Trust, by authority of LaSalle National Trust, N.A., and that he/she acknowledged the foregoing instrument to be the free act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

23921642



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ACKNOWLEDGMENT

| COUNTY OF COOK |) SS. |
|----------------|-------|
| | |

STATE OF ILLINOIS A

On this 34 day of September, 1993, before me, a Notary Public in and for said County and State, appeared Annual County and State, appeared Annual County and State, appeared Annual County and Illinois state banking association, to the foregoing instrument as its Michigan who, being by me duly of said state banking sworn, did state that he/she is the The American association and that said instrument was signed and delivered by him/her on behalf of said state banking association by authority of its Board of Directors, and said the Succession _ actino rigidged to me that he/she executed the same for the uses, purposes, and consideration there neet forth and in the capacity therein stated as the free and voluntary act and deed of said state banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aftre laid, the day and year first above written.

NOTARY PUBLIC

SFFIX 151

My Commission Expires

E/O/277 Notary (pp) 4/21/93-

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My Clert's Office