THIRD SUPPLEMENT AND MODIFICATION TO TRUST DEED AND INSTALMENT NOTE

This Supplement and Modification to Trust Deed and Instalment Note entered into this 1st day of March 1994, by and between LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago as Trustee under a written trust agreement dated January 19, 1988 and known as Trust No. 26-8461-00 (hereinafter referred to as "Borrower") and Chicago Title and Trust Company (hereinafter referred to as "Lender"), as Trustee under the Trust Deed dated February 8, 1988.

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\$33.00

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WITNESSETH:

48676 #-94-385367

WHEREAS, Borrower is a party to a Note dated February 8, 1988 in the principal amount of Six Hundred Thirty Thousand and no/100 (the "Note") in favor of LaSalle Northwest National Bank formerly known as Northwest National Bank of Chicago (the "Bank"), which Note is secured by the Trust Deed dated February 8, 1988 (the "Trust Deed") which was recorded on March 1, 1988 as Document No. 88-089127, and filed March 1, 1983 as Document No. LR3690856, in the County of Cook, State of Illinois; and

WHEREAS, as additional security for the indebtedness evidenced by the Instalment Note, Borrower executed an Assignment of Rents dated February 8, 1988 which was recorded on March 1, 1988 as Document No. 88-089128, and filed March 1, 1988 as Document No. LR3690857, in the County of Cook, State of Illinois; and

whereas, Lender did agree to supplement, extend, and modify by advancing additional funds in the amount of 45.000.00 under the aforementioned Trust Deed and Instalment Note; and

WHEREAS, a certain Supplement and Modification to Trust Deed and Instalment Note dated March 1, 1993, which was recorded on May 26, 1993 as Document No. 93399995 in the County of Cook, State of Illinois; and

WHEREAS, a certain Supplement and Modification to Trust Deed and Instalment Note dated September 1, 1993, which was recorded on November 24, 1993 as Document No. 93962477 in the County of Cook, State of Illinois; and

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WHEREAS, the principal amount of \$602,417.58 remains unpaid as of the date hereof on the Note; and

WHEREAS, Lender has agreed to modify and extend the aforementioned Trust Deed and Instalment Note on the terms and conditions as set forth herein;

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Trust Deed is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

ION THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Trust Deed and the Instalment Note is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of this Supplement and Modification of the Trust Deed and Instalment Note will not impair the lien of said Trust Deed and that it is understood that upon a breach of said conditions or either of them, that this Agreement will not take affect and shall be void;

IT IS HEREBY AGREED AS FOLLOWS:

- 1. The foregoing racitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
- 2. The Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Trust Deed and Instalment Note to be performed by Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.
- and Instalment Note on which there is an outstanding belance of \$602,417.58 and which is due currently to be paid in full no later than March 1, 1994 shall be extended and shall mature on March 1, 1995. Said note will bear interest from the date hereof at a per annum rate of eight and one-half percent (8.50%). Principal and interest are payable monthly on the 1st day of each month commencing on April 1, 1994 in monthly installments of Four Thousand Eight Hundred Fifty and eighty-three one hundreds (\$4,850.83) with a final payment of all unpaid principal and interest due and payable on the 1st day of March, 1995. A \$6,024.00 fee will be due LaSalle Northwest National Bank at the end of the modification period or at such time that the Instalment Note is paid in full. Additionally, the \$3,910.00 fee which is

This Supplement and Modification to Trust Deed and Instalment Note is executed by LaSalle National Trust, N. A., not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such trustee and LaSalle National Trust, N. A. hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein or in the Trust Deed or this Supplement and Modification to Trust Deed and Instalment Note shall be construed as creating any liability on said aballe National Trust, N. A., personally, to pay the Instalment Note, as hereby supplemented and modified, or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenant, either express or implied herein contained; all such liability, if any, being expressly waived by the Pank and by every person now or hereafter claiming any right or securing hereunder and that so far as said LaSalle National Trust, N. ... personally, is concerned, the legal holder or holders hereof shall look solely to the premises conveyed pursuant to the above-described Trust Deed by the enforcement of the lien thereby created or by action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, LASALLE NATIONAL TRUST, N. A., under a written Trust Agreement dated January 19, 1988 and known as Trust No. 26-8461-03 and not personally

By: Francy Celler

Its: Americant Vice President

Attest: Mancy a Stack

Consented Lig ! Chicago Title

Insurance Company

KAREN SCUDIERI



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STATE OF ILLINOIS, SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument 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 instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act as said Company for the uses and purposes therein set forth.

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Jean M. Fisher

May Commission Expires 12 1705

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unpaid and stipulated in paragraph #3 of "Supplement and Modification to Trust Deed and Instalment Note" dated March 1, 1993 and recorded by the Cook County Recorder's Office as Document Number 9339995, and the \$3,012.00 fee, which is unpaid and stipulated in paragraph #3 of "Supplement and Modification to Trust Deed and Instalment Note" dated September 1, 1993 and recorded by the Cook County Recorder's Office as Document Number 93962477, will be due to LaSalle Northwest National Bank at the end of the modification period or at such time that the Instalment Note is paid in full. All payments shall be made in lawful money of the United States at the offices of LASALLE NORTHWEST NATIONAL BANK, 4747 West Irving Park Road, Chicago, Illinois, or such other place that the holder may from time to time in writing elect.

- 4. Said Trust Deed and Instalment Note as supplemented and modified is subject to all the provisions contained in said Trust Deed and Instalment Note and Borrower specifically agrees, recognizes and affirm the Trust Deed and Instalment Note are supplemented and modified to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Note.
- 5. Borrower agrees that if a default is made in the payment of any principal or interest in the Note as supplemented and modified when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed, the Instalment Note, any Guaranty or other instrument securing repayment of the Instalment Note, then the entire principal balance, together with all accrued interest shall at the option of the Lender, as holder of the Note, become due and payable immediately without further notice.
- 6. All the real property described in the Trust Deed shall remain in all respects subject to the lian, charge and encumbrance of the Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance afreched by the Trust Deed except as expressly provided herein.
- 7. The term "Instalment Note" as used herein shall be construed to mean the Instalment Note and the Instalment Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.
- 8. The original signed copy of this Supplement and Modification shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Supplement and Modification together with the original Trust Deed and Instalment Note shall constitute the terms and conditions of the Trust Deed and Instalment Note and be binding upon Borrower and their successors and assigns.

STATE OF ILLINOIS)

	I, KATHLLIN &	016	Notary Public, for said
County in the	e State aforesaid	d, do hereby	certify that
Rosemary Collins	personally	known to me	to be the
1-48 (3) (E) !	With the Branch of the Control of th	of LaSalle	National Trust, N. A.
and KNINY A. C	persona	ally known to	me to be anking the sure
of said corpor	ation and who sub	oscribed to th	e foregoing instrument,
	e me this day in		severally acknowledged
and	4		of said
corporation fo	r the uses and p	ourposes set	orth therein and cause
the corporate	seal of said cor	poration to l	be affixed thereto.
the corporate	seal of said cor	poration to l	
the corporate Give	seal of said cor n under my hand	poration to l	pe affixed thereto.
Give of April.	seal of said cor	poration to l	e affixed thereto. Feal this 8 day "OFFICIAL SEAL" Kathlyon E. Bye
the corporate Give	seal of said cor n under my hand	poration to l	e affixed thereto.

EXHIBIT 'A'

Lot 2 in Loos Resubdivision, being a Resubdivision of Lot 11 in Block 1 in Centex-Schaumburg Industrial Park unit 31, being a Subdivision of part of the North 1/2 of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof of said Loos Resubdivision Registered on February 19, 1974 as Document Number 2739873 and recorded as Document Number 22471605, In Cook County, Illinois.

Commonly known as: 603-617 Wise Road Schaumburg, Illinois 60172

PIN: 07-33-200-039-0000

This document prepared by: Lesley J. Wazelle LASALLE NORTHWEST NATIONAL BANK 4747 West Irving Park Road Chicago, Illinois 60641

Junit Clarks Office Please mail recorded document to: Lesley J. Wazelle LASALLE NORTHWEST NATIONAL BANK 4747 West Irving Park Road Chicago, Illinois 60641

