

# 72-43-526-64  
1998-05-19  
AM

This instrument prepared /  
by and after recording /  
return to: /  
Susan Hanacek /  
American National Bank /  
One N. Dunton Avenue /  
Arlington Hts., IL 60005 /

Property of Cook County Clerk's Office  
**AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO**  
**MODIFICATION AGREEMENT**  
(Mortgage) (5)

This Modification Agreement is effective as of this 24th day of March, 1998, between American National Bank and Trust Company of Chicago, as successor trustee to NBD Trust Company of Illinois as Trustee under Trust Agreement dated January 17, 1986 and known as Trust Number 267, an Illinois land trust (hereinafter referred to as "Mortgagor") and American National Bank and Trust Company of Chicago, successor in interest to First Chicago Bank of Mount Prospect (hereinafter referred to as "Lender").

WITNESSETH

WHEREAS, on March 1, 1990, Mortgagor executed in favor of Lender, a Real Estate Mortgage and Assignment of Rents (the "Mortgage") subsequently recorded on March 15, 1990 in Cook County, Illinois as Document Number 90115862, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein. The Mortgage was given by Mortgagor to secure payment to Lender of a note dated March 1, 1990 in the principal sum of ONE MILLION SEVEN HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$1,760,000.00) (the "Original Note") executed by Mortgagor and CNS Venture, an Illinois limited partnership (hereinafter collectively referred to as "Borrower"); and

WHEREAS, Borrower has executed a new note dated as of March 24, 1998 in the principal sum of ONE MILLION FIVE HUNDRED SEVENTY SIX THOUSAND EIGHT HUNDRED SEVENTY THREE AND 06/100 DOLLARS (\$1,576,873.06). This note, which replaces and restates the Original Note is referred to hereinafter as the "Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth; and

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage as follows:

1. The second paragraph of the Mortgage that begins "WHEREAS, Mortgagor, certain parties and certain guarantors..." is hereby amended by deleting it in its entirety and replacing it with the following:

"WHEREAS, Mortgagor, certain parties and certain guarantors and Mortgagee have executed a Loan Agreement dated March 1, 1990 ("Loan Agreement") pursuant to which Mortgagor has executed and delivered to Mortgagee an Installment Note (Secured) dated March 24, 1998 in the principal sum of \$1,576,873.06, along with such other amendments, modifications, extensions, renewals or replacements thereof ("Note")."

2. The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
3. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note and Mortgage.
4. This Modification shall be incorporated into and made a part of the Mortgage and Note, as amended, and all other related loan documents executed by Mortgagor.
5. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Lender such additional documentation as Lender shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Lender by or on behalf of Mortgagor.
6. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
7. This Modification shall inure to the benefit of Lender's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

**This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the**

property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

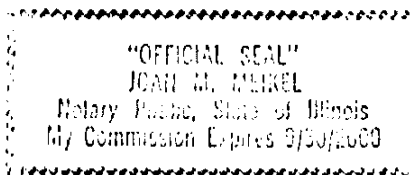
AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO AS SUCCESSOR  
TRUSTEE TO NBD TRUST COMPANY OF  
ILLINOIS SOLELY AS TRUSTEE AS AFORESAID  
AND NOT PERSONALLY

BY: *Dorothy A. Denning*  
ITS: ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS        )  
  )SS.  
COUNTY OF COOK        )

This instrument was acknowledged before me on April 1, 1998 (date) by Dorothy A. Denning (name of person) as Asst. Vice President (type of authority) of American National Bank and Trust Company of Chicago land trust department.

*Joan M. Merkel*  
Notary Public



"LENDER"

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: Guan hen Zhang  
ITS: Assistant Vice President

STATE OF ILLINOIS )

SS.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on March 24, 1998 (date) by MARI LOU MENEZES (name of person) as ASST. VICE PRESIDENT (type of authority) of American National Bank and Trust Company of Chicago.

Barbara A. Muehlenberg  
Notary Public

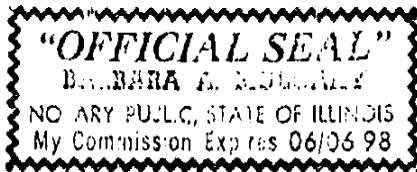


EXHIBIT "A"  
TO  
MODIFICATION AGREEMENT  
DATED MARCH 24, 1998

LEGAL DESCRIPTION:

LOT 61 IN WOODFIELD BUSINESS CENTER TWO-WEST, BEING A SUBDIVISION  
OF PART OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE  
10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 165 EAST COMMERCE DRIVE, SCHAUMBURG, ILLINOIS  
60195

PIN NUMBER(S): 07-10-204-007

Property of Cook County Clerk's Office