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9446/0162 04 001 Page 1 of 9
1998-08-20 15:10:08
Cook County Recorder 37.00

This instrument was prepared by and, after recording, return to
Pamela L. McLean
MELTZER, PURTILL & STELLE
Suite 250
1515 East Woodfield Rd.
Schaumburg, IL 60173-5431

Handwritten notes on the left margin.

CTF 7617272 0341 dr

9

Property of Cook County Clerk's Office

Permanent Real Estate
Tax Index No.:
See Exhibit "A" attached

Street Address:
Corner of Interstate 294 and
Dempster Avenue
Park Ridge Points
Park Ridge, IL

**THIRD AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES**

Re: PARK RIDGE POINTS

This Third Amendment to Mortgage and Security Agreement ("Amendment") is entered into effective as of the 17 day of July, 1998, by and among PARK RIDGE POINTS, L.L.C., an Illinois limited liability company ("Beneficiary"), COLE TAYLOR BANK, as Trustee under Trust Agreement dated July 8, 1997 and known as Trust No. 97-7363 ("Cole Taylor Trust"- Beneficiary and Cole Taylor Trust are herein referred to collectively as "Borrower") and COLE TAYLOR BANK, an Illinois state bank ("Lender").

RECITALS:

LaSalle National Trust, N.A. as Trustee under Trust Agreement dated October 3, 1988 and known as Trust No. 113818 ("LaSalle Trust") made and delivered to Lender that certain Mortgage and Security Agreement dated June 12, 1996 and recorded with the Cook County Recorder on June 19, 1996, as Document No. 96-470288 ("Mortgage") and that certain Assignment of Rents and Leases dated June 12, 1996 and recorded with the Cook County Recorder on June 19, 1996, as

BOX 333-CT1

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Document No. 96-470289 ("Assignment of Rents"). Each of the Mortgage and the Assignment of Rents encumber the "Premises" located at the southeast corner of Interstate 294 and Dempster Avenue in Park Ridge, Illinois and legally described in Exhibit A attached hereto. The Mortgage and the Assignment of Rents were delivered to Lender pursuant to the terms of that certain Loan Agreement between the LaSalle Trust, Beneficiary, Lender and certain other parties dated June 12, 1996 ("Loan Agreement") along with a "Guaranty", an "Environmental Indemnity Agreement" and other "Loan Documents" (as such terms are defined in the Loan Agreement). The Mortgage and the Assignment of Rents were delivered as collateral security for, among other things, the payment of a loan in the original amount not to exceed Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000.00) at any one time ("Loan") made by Lender to Beneficiary and the LaSalle Trust, evidenced by certain Notes, each dated June 12, 1996 ("Notes") made by Beneficiary and the LaSalle Trust payable to the order of Lender in the total principal amount of \$16,500,000.00 outstanding at any one time.

Beneficiary was originally the sole beneficiary of the LaSalle Trust. Beneficiary is now the sole beneficiary of the Cole Taylor Trust. Pursuant to Trustee's Deed dated July 9, 1997 and recorded August 14, 1997 as Document No. 97576666, the LaSalle Trust transferred and conveyed that portion of the land described in the Trustee's Deed and on Exhibit A attached hereto to the Cole Taylor Trust.

The Mortgage and the Loan Documents have previously been amended as follows:

(i) under the terms of a certain Assumption of and Amendment to Loan Documents made by and between Beneficiary, the LaSalle Trust, Borrower, and Lender as of July 9, 1997 ("First Amendment"); and

(ii) under the terms of a certain Second Amendment to Loan Documents made by and between Borrower, Lender, and certain others as of April 29, 1998 ("Second Amendment").

Borrower and Lender have once again amended the Loan Documents ("Third Amendment") to, among other things, (a) reflect an extension of the Maturity Date of the Loan; and (b) increase the Non-Revolving Loan portion of the Loan by \$2,550,000.00.

Accordingly, Borrower and Lender desire to amend the Mortgage and Assignment of Rents to reflect the Third Amendment. Borrower and Lender hereby amend the Mortgage and Assignment of Rents as follows:

1. All references to the Loan Agreement, the Guaranty, the Environmental Indemnity Agreement and the Loan Documents in the Mortgage and the Assignment of Rents shall be deemed to refer to any of such documents as amended by the Third Amendment.

2. The Mortgage and the Assignment of Rents are hereby amended to reflect an increase in the Loan amount by Two Million Five Hundred Fifty Thousand and no/100 Dollars

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\$2,550,000.00 and the extension of the Maturity Date for twelve (12) months through and including June 18, 2000.

3. All references in the Mortgage and the Assignment of Rents to the "Maturity Date" shall mean and refer to the Maturity Date, as extended by the Third Amendment and all references in the Mortgage and the Assignment of Rents to the "Loan" shall mean and refer to the Loan, as increased by the Third Amendment.

4. As modified hereby, the Mortgage and the Assignment of Rents shall continue in full force and effect.

5. If this Amendment is entered into by any party which is an Illinois land trust, then such party is executing and delivering this Amendment not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Trustee personally, all such personal liability, if any, being expressly waived by each and every person now or hereafter claiming any right under this Amendment; provided, however, that such Trustee hereby represents that it possesses full power and authority to execute and deliver this instrument.

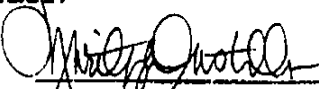
This Third Amendment has been entered into as of the date first above written.

COLE TAYLOR TRUST:

COLE TAYLOR BANK, as Trustee aforesaid

By: 
Its: VICE PRESIDENT

ATTEST:

By: 
Its: TRUST OFFICER

BENEFICIARY:

PARK RIDGE PONTE, L.L.C., an Illinois limited liability company

By: 
Philip V. Mappa, its Manager

By: 
Colleen A. Regan, its Manager

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 17th day of August, 1998, personally appeared before me Sherry Smith, the VICED PRESIDENT and TRUST OFFICER the of COLE TAYLOR BANK, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 8, 1997 AND KNOWN AS TRUST NUMBER 97-363, to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they signed and delivered the same in behalf of Cole Taylor Bank, not individually but solely as trustee, aforesaid, with authority, as their and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.


Notary Public

My commission expires: _____



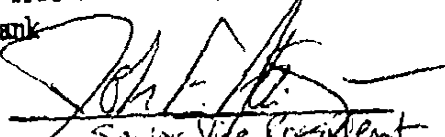
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LENDER:

COLE TAYLOR BANK, an Illinois
state bank

By: 
Its: Senior Vice President

ATTEST:

By: 
Its: Assistant Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 14th day of August, 1998, personally appeared before me PHILIP I. MAPPA, a Manager of Park Ridge Pointe, L.L.C., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Manager of said limited liability company and that he signed and delivered the same on behalf of said limited liability company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



August 14th, 1998

Barbara A. Seleski
Notary Public

My commission expires: 9/24/01

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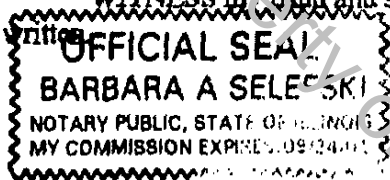
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 14th day of August, 1998, personally appeared before me COLIN A. REGAN, a Manager of Park Ridge Pointe, L.L.C., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Manager of said limited liability company and that he signed and delivered the same on behalf of said limited liability company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above



Barbara A. Seleski
Notary Public

My commission expires: 9/24/01

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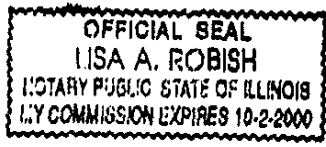
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 17th day of August, 1998, personally appeared before me John Atkenson, the Senior V-P and Kimberly Ann the AVP of COLE TAYLOR BANK, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the Senior V-P and AVP of said corporation and that they signed and delivered the same on behalf of said corporation, with authority, as their and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Lisa A. Robish
Notary Public

My commission expires: 10-2-2000



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EXHIBIT A

Legal Description

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, AND 17 AND OUTLOTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, AND OO OF PARK RIDGE POINTE BEING A RESUBDIVISION OF PARK RIDGE OFFICE CAMPUS AS RECORDED JANUARY 27, 1993 AS DOCUMENT NUMBER 9070777 BEING A RESUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. NOS.: 09-21-202-015
09-21-202-016
09-21-202-017
09-21-202-018
09-21-202-019
09-21-202-020

COMMONLY KNOWN AS: 1665 NORTHWEST HIGHWAY
PARK RIDGE, ILLINOIS

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