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This instrument prepared by  
and please return to:  
Robert J. Krull  
100 West Monroe Street #1500  
Chicago, Illinois 60603



ORIGINAL

98794163

9755/0004 16 001 Page 1 of 14  
1998-09-04 12:06:44  
Cook County Recorder 59.50

NEAR NORTH NATIONAL

221 N. LA SALLE ST.  
CHICAGO, ILLINOIS 60601

FILE NO.

NA 605900ku

BA

FIFTH LOAN MODIFICATION AGREEMENT

This instrument is a Fifth Loan Modification Agreement ("Fifth Modification") among LaSalle National Bank, a national banking association ("Lender"); and LaSalle National Bank ("Trustee No. 1"), as Trustee under Trust Agreement dated March 31, 1989 and known as its Trust No. 114155 ("Trust No. 1"); LaSalle National Bank ("Trustee No. 2"), as Trustee under Trust Agreement dated July 26, 1966 and known as its Trust No. 35350 ("Trust No. 2"); Harris Bank Glencoe-Northbrook, N.A. ("Trustee No. 3"), as Trustee under Trust Agreement dated June 1, 1990 and known as Trust No. L-438 ("Trust No. 3") (collectively "Trustees"); and 40 West Hubbard Limited Partnership, an Illinois limited partnership; 57 West Grand Avenue Partnership, an Illinois general partnership; and 101 West Grand Associates Limited Partnership, an Illinois limited partnership (collectively "Beneficiaries"); and Albert M. Friedman, Leon Weiss, Solomon Taxy and Sylvia Taxy (collectively "Guarantors"). Trustees and Beneficiaries are sometimes collectively referred to as "Borrowers."

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R E C I T A L S:

A. Each of the Recitals contained in a certain Fourth Loan Modification Agreement dated April 2, 1998, to be effective December 31, 1997, and recorded with the Cook County Recorder of Deeds on April 21, 1998 as Document No. 98316052 are incorporated herein by reference as if fully set forth herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Fourth Loan Modification Agreement.

B. Borrowers have requested Lender to extend the Maturity Date of the Expansion Note until October 1, 1998. Lender is willing to do so on the following terms and conditions.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The Maturity Date of the "Expansion Note" in the amount of \$2,200,000 is amended and extended until October 1, 1998. Notwithstanding the extension of the Maturity Date, the Extended Maturity Date is not extended and remains April 1, 2000. If Borrowers wish to cause the Maturity Date of the Expansion Note to be extended to April 1, 2000, they may do so by written notice served on or after July 1, 1998 but not later than September 1, 1998, subject to the terms and conditions of the Loan Agreement as heretofore modified.

2. Borrowers agree, ratify and confirm that all of the covenants contained in the Loan Agreement as modified by the Modification, the Second Modification, the Third Modification, the Fourth Modification and this Fifth Modification, are in full force and effect.

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3. Concurrently with the execution of this Fifth Modification, certified copies of the respective Letters of Direction signed by all parties having power under the Trust Agreements whereby the trustees are authorized and directed to executed and deliver the documents required hereunder shall be executed and delivered to Lender.

4. It is the intention of the parties that the Loans are cross-collateralized and cross-defaulted. The "Indebtedness Hereby Secured" in the Mortgages shall include all of the indebtedness evidenced by the Notes, and an Event of Default under this Loan Agreement, either of the Notes and any of the Mortgages shall be an event of Default under both Notes.

5. The Expansion Note as amended and restated provides for an option by the Borrowers to extend the maturity date from October 1, 1998 until April 1, 2000. It is a condition precedent to the exercise of that extension that at the time the option is exercised the minimum aggregate debt service coverage, as determined by Lender in its customary manner, of all of the Loans, is 1.25:1.

6. Borrowers hereby agree to pay all of Lender's expenses arising out of and in connection with this Fifth Modification including, but not limited to attorneys' fees performed in preparation of necessary documentation.

7. In the event of a conflict between any of the provisions of the Notes, Loan Agreement and Security Documents and this instrument, the provisions of this instrument shall override and control.

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8. Borrowers and Guarantors acknowledge and confirm that by executing this Fifth Modification, Lender has not waived, altered or modified any of Lender's rights under the Notes to amend, extend, renew, modify or otherwise deal with the obligations of Borrowers and Guarantors without the consent of Borrowers or Guarantors and without such action releasing, modifying or affecting the obligations of Borrowers or Guarantors or affecting the security heretofore guaranteed to Lender.

9. The failure to observe or perform any covenant or condition set forth in this Fifth Modification or any other instrument described herein or executed and delivered pursuant hereto shall constitute an event of default ("Event of Default") and Lender shall have all remedies reserved to the mortgagee, holder and secured party under the Notes, the Security Documents and other instruments delivered hereunder and such additional remedies afforded by the laws of Illinois available to a mortgagee or secured party.

10. Guarantors agree that all guarantees executed and delivered by Guarantors to Lender are extended to cover and guaranty the undertakings of the Borrowers under the provisions of the Loan Documents as modified by this Fifth Modification. Specifically, Guarantors hereby agree that the Guaranty of Albert M. Friedman of the Expansion Note applies to the Expansion Note as modified.

11. Except as is otherwise provided in other documents executed in connection with the Note or pursuant hereto, any

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personal liability or obligation of Beneficiaries hereunder shall be collected only from Beneficiaries' assets and property as partnerships. No partner of Beneficiaries shall be individually or personally liable to Beneficiaries or Lender on any claim arising out of this Agreement. Neither a deficit capital account nor an obligation to loan or contribute money of any of Beneficiaries' partners shall be deemed an asset or property of Beneficiaries. Provided, however, that all of the foregoing shall not in any way affect any rights the Lender may have, as a secured party or otherwise, hereunder or under the Loan Agreement, the Notes, the Mortgages or any other documents entered into in connection with this Fifth Modification or any rights the Lender may have to:

(i) proceed against any entity or person whatsoever, including any of the above, with respect to the enforcement of any guaranty or as otherwise permitted in any other document or agreement between the parties;

(ii) recover any damages, expenses or costs, including without limitation, reasonable attorneys' fees, incurred by Lender as a result of fraud or waste to the Real Estate or the other collateral covered by the documents executed pursuant hereto;

(iii) recover any condemnation or insurance proceeds or other similar funds or payments attributable to the Real Estate or other collateral which under the terms of the Mortgage or other documents executed pursuant hereto should have enured to Lender thereunder or hereunder; or

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(iv) recover any amounts received by Beneficiaries for security deposits, advance rents, deposits for real estate taxes and/or insurance premiums and any other advance payments in connection with the Collateral.

12. Borrowers and their subsidiaries have reviewed the areas within their business and operations which could be adversely affected by, and have developed or are developing a program to address on a timely basis, the "Year 2000 Problem" (that is, the risk that computer applications used by Borrowers and their subsidiaries may be unable to recognize and perform properly date-sensitive functions involving certain dates prior to and any date on or after December 31, 1999), and have made related appropriate inquiry of material suppliers and vendors. Based on such review and program, Borrowers believe that the "Year 2000 Problem" will not have a material adverse effect on Borrowers. From time to time, at the request of the Lender, Borrowers and their subsidiaries shall provide to Lender such updated information or documentation as is requested regarding the status of their efforts to address the "Year 2000 Problem."

13. This instrument is executed by LaSalle National Bank and Harris Bank Glencoe-Northbrook, N.A., not individually or personally, but solely as Trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustees, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustees personally to pay any indebtedness arising or accruing

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under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustees, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

13. This instrument may be executed in counterparts, (i) all of which taken together shall constitute an original, or (ii) multiple signature pages combined shall constitute an original; and shall be binding upon each signatory whether or not all parties (other than Lender) have executed it.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Modification on 8-19, 1998, to be effective July 1, 1998.

**LENDER:**

LaSalle National Bank, a national banking association

By: [Signature]  
Its President

Attest: [Signature]  
Its Secretary ASST. V.P.

**BORROWERS:**

LaSalle National Bank, as Trustee under Trust Agreement dated 3/31/89 and known as Trust No. 114155

By: [Signature]  
Its [Title]

Attest: [Signature]  
Its [Title]

LaSalle National Bank, as Trustee under Trust Agreement dated 7/26/66 and known as Trust No. 35350

By: [Signature]  
Its [Title]

Attest: [Signature]  
Its [Title]

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THE PROVISIONS APPEARING ON THE ATTACHED  
PAGE ARE INCORPORATED  
BY REFERENCE AND ARE HEREBY MADE A PART  
OF THIS DOCUMENT.

## BORROWERS CONTINUED:

Harris Bank Glencoe-Northbrook,  
N.A., Trustee under Trust  
Agreement dated 6/1/90 and known  
as Trust No. L-438

By: Patricia Bulawa

Its TRUST OFFICER

Attest: W. J. Kelly

Its Notary Public

40 West Hubbard Limited  
Partnership, an Illinois limited  
partnership

By: Albert M. Friedman

Albert M. Friedman,  
Managing General Partner

57 West Grand Avenue Partnership,  
an Illinois general partnership

By: Albert M. Friedman

Albert M. Friedman,  
Managing General Partner

101 West Grand Associates Limited  
Partnership, an Illinois limited  
partnership

By: 101 West Grand Corp., an  
Illinois corporation, its  
sole general partner

By: Albert M. Friedman

Albert M. Friedman,  
President

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GUARANTORS:

  
Albert M. Friedman

  
Leon Weiss

  
Solomon Taxy

  
Sylvia Taxy

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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

Sheila Davis, a Notary Public in and for the State and County aforesaid, do hereby certify that E. CLARKE CROWN, Vice-President of LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal August 19, 1998.



Sheila Davis  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

KATHLEEN E. BYE, a Notary Public in and for the State and County aforesaid, do hereby certify that ROSEMARY COLLINS and Nancy A. Carlin, President and Assistant Secretary, respectively, of LaSalle National Bank, as Trustee under Trust Agreement dated 3/31/89 and known as Trust No. 114155, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Aug 19, 1998.

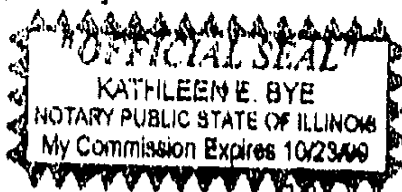


Kathleen E. Bye  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

KATHLEEN E. BYE, a Notary Public in and for the State and County aforesaid, do hereby certify that ROSEMARY COLLINS and Nancy A. Carlin, President and Assistant Secretary, respectively, of LaSalle National Bank, as Trustee under Trust Agreement dated 7/26/66 and known as Trust No. 35350, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Aug 19, 1998.



Kathleen E. Bye  
Notary Public

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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

Daniel R. Berger, a Notary Public in and for the State and County aforesaid, do hereby certify that PATRICIA BIELAK and MICHELLE M. RANTE ~~TRUST OFFICER~~ and ~~PRIVATE BANKING SECRETARY~~ OFFICER respectively, of Harris Bank Glencoe-Northbrook, N.A., as Trustee under Trust Agreement dated 6/1/90 and known as Trust No. L-438, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 8-11, 1998.

"OFFICIAL SEAL"

Daniel R. Berger

Notary Public, State of Illinois  
My Commission Expires 04/25/99

Daniel R. Berger  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

Stephen Messutta, a Notary Public in and for the State and County aforesaid, do hereby certify that Albert M. Friedman, Managing General Partner of 40 West Hubbard Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 7/30, 1998.

STEPHEN S. MESSUTTA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/28/99

Stephen S. Messutta  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

Stephen Messutta, a Notary Public in and for the State and County aforesaid, do hereby certify that Albert M. Friedman, Managing General Partner of 57 West Grand Avenue Partnership, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 7/30, 1998.

"OFFICIAL SEAL"  
STEPHEN S. MESSUTTA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/28/99

Stephen S. Messutta  
Notary Public

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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

Stephen Messutta Notary Public in and for the State and County aforesaid, do hereby certify that Albert M. Friedman, President of 101 West Grand Corp., an Illinois corporation, sole general partner of 101 West Grand Associates Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said Partnership 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 7/30, 1998.

STEPHEN S. MESSUTTA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/28/99

[Signature]  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Albert M. Friedman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 7/30, 1998.

STEPHEN S. MESSUTTA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/28/99

[Signature]  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Leon Weiss, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 8/6, 1998.

OFFICIAL SEAL  
STEPHEN S. MESSUTTA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/28/99

[Signature]  
Notary Public

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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Solomon Taxy, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 8/6, 1998.



STATE OF ILLINOIS  
COUNTY OF COOK

[Signature]  
Notary Public

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Sylvia Taxy, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 8/6, 1998.



[Signature]  
Notary Public

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10/15/2011

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## EXHIBIT A

### LEGAL DESCRIPTION:

Parcel No. 1: Lot 8 and the West  $\frac{1}{2}$  of Lot 7 in Block 8 in Wolcott's Addition to Chicago, a Subdivision in the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 40 West Hubbard/431 North Dearborn, Chicago, Illinois

P.I.N.: 17-09-255-019 and 17-09-255-020

Parcel No. 2: Lots 10, 11, 12 and 13 in John S. Prussing's Subdivision of Blocks 7 and 10 in Wolcott Addition to Chicago in the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 57 West Grand Avenue, Chicago, Illinois

P.I.N.: 17-09-247-009

Parcel No. 3: The East  $\frac{1}{2}$  of Lot 14 and all of Lots 15 and 16 in Block 11 in Wolcott's Addition to Chicago in the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

COMMONLY KNOWN AS: 101 West Grand Avenue, Chicago, Illinois

P.I.N.: 17-09-246-009

Parcel No. 4: Lots 10, 11, 12, 13 and the West  $\frac{1}{2}$  of Lot 14 in Block 11, in Wolcott's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, together with Lots 1, 2 and 3 (except that part taken for widening of LaSalle Street) in Assessor's Division in Block 11 in Wolcott's Addition to Chicago in the Northeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, taken as a single tract of land except that part described as follows: beginning at the Northwest Corner of said tract; thence East along the North Line of said tract, 130.65 Feet; thence South parallel with the West Line of said tract, 100.30 feet to the South Line of said tract; thence West along the South Line of said tract, 130.65 feet to the West Line of said tract (said West Line also being the East Line of LaSalle Street as widened) thence North along the West Line of said tract, 100.00 feet to the place of beginning all in Cook County, Illinois.

COMMONLY KNOWN AS: 101 West Grand Avenue, Chicago, Illinois

P.I.N.: 17-09-246-005; 17-09-246-006; 17-09-246-007;  
and 17-09-246-008

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