

5211376

**TENTH
NOTE AND MORTGAGE
MODIFICATION AGREEMENT**

THIS TENTH NOTE
AND MORTGAGE
MODIFICATION AGREEMENT,
is made as of this 28th
day of May, 1998,
effective as of the 1st
day of March, 1998, by
and between The Chicago
Trust Company
("Trustee"), as Trustee
under Trust Agreement
dated January 20, 1987

and known as Trust No. 1089621 ("Borrower"), David Israel, Miriam
Israel and Aaron Israel ("Beneficiaries") and LaSalle National
Bank, previously known as Exchange National Bank of Chicago, a
national banking association ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Borrower executed and delivered to Mortgagee a
certain Promissory Note dated August 23, 1988 in the stated
principal sum of \$1,300,000.00 (the "Original Note") evidencing a
loan from Mortgagee to Borrower (the "Loan") in the original
principal amount of \$1,300,000.00.

WHEREAS, the Original Note is secured by a certain Mortgage
and Security Agreement with Assignment of Rents executed by
Borrower dated as of August 23, 1988 and recorded in the Office
of the Recorder of Deeds for Cook County, Illinois on September
12, 1988 as Document No. 88415220 (the "Original Mortgage")
encumbering the real estate legally described on Exhibit "A"
attached hereto (the "Mortgaged Premises"), an Assignment of
Leases and Rents executed by Borrower and Beneficiaries (the
"Original Assignment") dated as of August 23, 1988, which

This instrument prepared by and
after recording should be
returned to:

Permanent Index No.:

17-03-207-024

Michael S. Kurtzon
Miller, Shakman, Hamilton,
Kurtzon & Schlifke
208 South LaSalle Street
Suite 1100
Chicago, Illinois 60604

Address of Property:

113 East Oak Street
Chicago, Illinois 60611

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Assignment was recorded on September 12, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 88415221, a Security Agreement dated as of August 23, 1988 executed by Borrower and Beneficiaries (the "Original Security Agreement") and by other instruments and security documents (the Original Mortgage, Original Assignment, Original Security Agreement and such other instruments and security documents executed in connection with the Original Note are sometimes referred to herein collectively as the "Original Security Documents").

WHEREAS, the Original Note, the Original Mortgage and the Original Security Documents were previously amended by (i) a certain Note and Mortgage Modification Agreement dated August 15, 1989 and recorded in the Office of the Cook County Recorder of Deeds on October 11, 1989, as Document Number 89481272, (ii) a certain Second Note and Mortgage Modification Agreement effective as of December 31, 1989, and recorded in the Office of the Cook County Recorder of Deeds on February 6, 1990 as Document Number 90061667, (iii) a certain Third Note and Mortgage Modification Agreement dated as of March 27, 1990, and recorded in the Office of the Cook County Recorder of Deeds on May 10, 1990 as Document Number 90218431, (iv) a certain Fourth Note and Mortgage Modification Agreement dated as of September 15, 1990, and recorded in the Office of the Cook County Recorder of Deeds on November 7, 1990 as Document No. 90544444, (v) a certain Fifth Note and Mortgage Modification Agreement dated as of April 15, 1991 and recorded in the Office of the Cook County Recorder of Deeds on September 27, 1991 as Document No. 91505178, (vi) a certain Sixth Note and Mortgage Modification Agreement dated as of December 31, 1991 and recorded in the Office of the Cook County Recorder of Deeds on March 6, 1992 as Document No. 92147880, (vii) a Seventh Note and Mortgage Modification Agreement dated June 30, 1992 and recorded September 21, 1992 in the Office of the Cook County Recorder of Deeds as Document No. 92698938, (viii) an Eighth Note and Mortgage Modification Agreement dated March 1, 1996 and recorded March 14, 1996 in the Office of the Cook County Recorder of Deeds as Document No. 96195763, and (ix) a Ninth Note and Mortgage Modification Agreement dated December 31, 1996, effective as of December 1, 1996 and recorded January 16, 1997 in the Office of the Cook County Recorder of Deeds as Document No. 97036381. The Original Note, the Original Mortgage and the Original Security Documents, as so amended, are referred to herein as the "Note", the "Mortgage" and the "Security Documents".

WHEREAS, pursuant to the Ninth Note and Mortgage Modification Agreement, the maturity date of the Note was

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extended to March 1, 1997, subject to automatic extension to March 1, 1998 if certain conditions were met.

WHEREAS, the Note matured on March 1, 1998 and was not repaid. The Borrower and Beneficiaries have requested that Mortgagee agree to extend the maturity date of the Note to July 1, 1998.

WHEREAS, Mortgagee is willing to extend the Note on the basis set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Beneficiaries and Mortgagee hereby agree as follows:

1. The recitals hereinabove set forth are true and

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1. The recitals hereinabove set forth are true and correct and are hereby incorporated into this Agreement by this reference. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Note, the Mortgage and the Security Documents.

2. The maturity date of the Note as set forth therein and as set forth in the Security Documents is hereby extended from March 1, 1998 to July 1, 1998.

3. Borrower and Beneficiaries acknowledge that no defenses, offsets, claims or counterclaims are, as of the date hereof, available to Borrower under the Note or any of the Security Documents or otherwise. Borrower and Beneficiaries hereby remake and ratify all representations, warranties and agreements made by any of them in and upon the execution and delivery of the Note and other Security Documents.

4. Nothing herein contained shall impair the Note or Security Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly herein provided nor affect or impair any right, power or remedy of Mortgagee, it being the intention of the parties hereto that the terms and provisions of the Note, Mortgage and Security Documents shall continue in full force and effect except as expressly modified in connection herewith.

5. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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6. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Borrower or Beneficiaries, and no notice of any extension, change, modification or amendment, made or claimed by Borrower or Beneficiaries shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

7. The modifications provided for in this Agreement shall be effective only upon the satisfaction of the following conditions:

(a) As of the date of recordation of this instrument, the Note and Mortgage are in good standing, free from any Default or Event of Default, and there is no default or event that with the passage of time, giving of notice or both would constitute a default hereunder or under the Note, Mortgage or other Security Documents;

(b) Delivery to Mortgagee of a Reaffirmation of Guaranty executed by Aaron Israel and David Israel; and

(c) Delivery to Mortgagee of such other documents as Mortgagee may reasonably request.

8. Except as herein expressly amended, the Note, Mortgage and other Security Documents shall continue unmodified and in full force and effect.

9. This Instrument is executed by The Chicago Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the

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manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

10. This instrument may be executed in counterparts which shall be collectively deemed as one instrument.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

The Chicago Trust Company, as
Trustee under Trust Agreement dated
January 20, 1987 and known as Trust
No. 1089621

By: *Carolyn K. [Signature]*
Its: Asst. Vice President

David Israel
David Israel

Miriam Israel
Miriam Israel

[Signature]
Aaron Israel

LaSalle National Bank, a national
banking association

By: *Karen Blase*
Its: SVP

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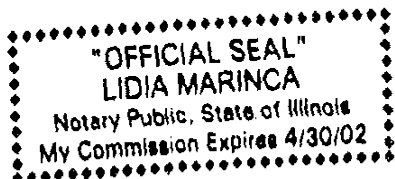
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 19/11 day of November, 1998, before me personally appeared CAROLYN Trustee Asst. Vice President of THE CHICAGO TRUST COMPANY, as Trustee under Trust Agreement dated January 20, 1987 and known as Trust No. 1089621, to me known to be the same person whose name is subscribed to the foregoing instrument as such Asst. Vice President, and acknowledged that he signed and delivered said instrument as his free act and deed and as the free act and deed of said Company, for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)



Lidia Marinca
Notary Public

My Commission Expires: _____

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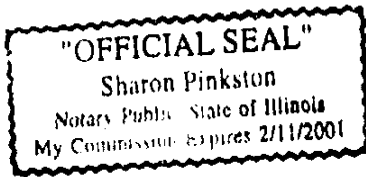
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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I HEREBY CERTIFY that on this 28th day of May, 1998 before me personally appeared DAVID ISRAEL, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein mentioned.

WITNESS my signature and official seal at _____ in the County of Cook and State of Illinois the day and year last aforesaid.

(NOTARY SEAL)



Sharon Pinkston
 Notary Public

My Commission Expires: 2/11/2001

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 29TH day of May, 1998 before me personally appeared MIRIAM ISRAEL, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that she signed and delivered the foregoing instrument as her free and voluntary act for the uses and purposes therein mentioned.

WITNES my signature and official seal at GLENVIEW in the County of Cook and State of Illinois the day and year last aforesaid.

(NOTARY SEAL)



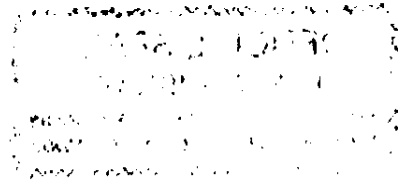
Handwritten signature of Diane S. Israel over the printed name 'Diane S. Israel' and 'Notary Public'.

My Commission Expires: 4/16/02

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

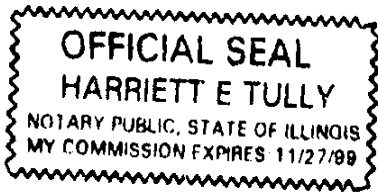
I HEREBY CERTIFY that on this 29th day of May, 1998 before me personally appeared AARON ISRAEL, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein mentioned.

WITNESS my signature and official seal at _____ in the County of Cook and State of Illinois the day and year last aforesaid.

(NOTARY SEAL)

Harriett E Tully
Notary Public

My Commission Expires: 11-27-99



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STATE OF ILLINOIS)

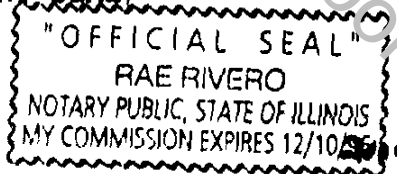
) SS.

COUNTY OF COOK)

I, Rae Rivero, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rae Rivero of LASALLE NATIONAL BANK, a national banking association personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Rae Rivero, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 this 1st day of June, 1998.

(NOTARY SEAL)



Rae Rivero
Notary Public

My Commission Expires: 12/10/2000

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EXHIBIT "A"

LEGAL DESCRIPTION

The East $\frac{1}{2}$ of Lot 5 in Lawrence's Subdivision of Lot 7 in the Subdivision of the North $\frac{1}{2}$ of Block 8 in the Subdivision by Commissioners of Illinois and Michigan Canal of the South fractional $\frac{1}{4}$ of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

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