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Cook County Recorder 49.00



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* CHICAGO TITLE LAND TRUST COMPANY

ELEVENTH MORTGAGE MODIFICATION AGREEMENT

SUCCESSOR TRUSTEE TO
CMT MC
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THIS ELEVENTH MORTGAGE MODIFICATION AGREEMENT, is made as of this 30th day of September, 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"), 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.

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

BOX 333-CTI

7178294, DZ, CB, LD

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WHEREAS, the Original Note was secured by:

(i) 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");

(ii) an Assignment of Leases and Rents executed by Borrower, Beneficiaries and David Israel (together with the Beneficiaries, the "Original Beneficiaries") dated as of August 23, 1988, which Assignment was recorded on September 12, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 88415221 (the "Original Assignment");

(iii) a Security Agreement dated as of August 23, 1988 executed by Borrower and Original Beneficiaries (the "Original Security Agreement"); and

(iv) 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 (the "First Amendment");

(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 (the "Second Amendment");

(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 (the "Third Amendment");

(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 (the "Fourth Amendment");

(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 (the "Fifth Amendment");

(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 (the "Sixth Amendment");

(vii) a certain 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 (the "Seventh Amendment");

(viii) a certain 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. 9-195763 (the "Eighth Amendment");

(ix) a certain 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 "Ninth Amendment");

(x) a certain Tenth Note and Mortgage Modification Agreement dated May 28, 1998, effective as of March 1, 1998 and recorded September 29, 1998 in the Office of the Cook County Recorder of Deeds as Document No. 98870517 (the "Tenth Amendment"); and

(xi) a Note Extension Agreement dated September 1, 1998, effective as of July 1, 1998.

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, the Borrower and Beneficiaries have requested that Mortgagee (i) extend the Maturity Date of the Note from September 30, 1998, to September 30, 2003; (ii) modify the payment terms of the Loan, and (iii) modify Beneficiaries' obligations under a certain guaranty.

WHEREAS, pursuant to the forgoing request, Borrower, Beneficiaries and Mortgagee have agreed to (i) amend and restate the Note, and (ii) amend the Mortgage and the Security Documents as hereinafter provided.

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 correct and are hereby incorporated into this Agreement by this reference.

2. All references to the Note in the Mortgage and each Security Document shall be deemed to be references to the Amended and Restated Promissory Note dated as of September 30, 1998, in the stated principal amount of \$1,550,700.00 made by The Chicago Trust Company, not personally, but as a Trustee under a Trust Agreement dated January 20, 1987 and known as Trust No. 1089621, to the order of Mortgagee (the "Amended and Restated Note"). The maturity date of the Note as set forth in the Mortgage and each Security Document is hereby extended from September 30, 1998 to September 30, 2003.

3. All references to the Mortgage in each Security Document shall be deemed to be references to the Mortgage, as amended by each modification agreement up to and including this Eleventh Amendment. All references to the Security Documents or Loan Documents in any Security Document shall be deemed to be references to the Security Documents as defined herein, as amended by each modification agreement up to and including this Eleventh Amendment. All references to the Beneficiaries in each Security Document shall be deemed to be references to Aaron Israel and Miriam Israel, or any assignee of either Aaron or Miriam permitted under the terms of the Security Documents.

4. The second and third paragraphs on page 1 of the Original Mortgage are amended and restated in their entirety as follows:

WHEREAS, Mortgagor has executed and delivered an Amended and Restated Promissory Note dated as of September 30, 1998, in the stated principal amount of \$1,550,700.00, made payable to the order of Mortgagee in and by which Mortgagor promises to pay said principal sum (or so much thereof as may be outstanding at the maturity thereof) together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in said promissory note, final payment of which shall be due September 30, 2003 (said promissory note and any and all extensions and renewals thereof and any notes issued in replacement or substitution therefor being herein collectively referred to as the "Note"); and

NOW, THEREFORE, to secure (i) the payment when and as due and payable of the principal of and interest on the Note or so much thereof as may be advanced from time to time, (ii) the payment of and other indebtedness which this

Mortgage by its terms secures and (iii) the performance and observance of the covenants and agreements contained in this Mortgage, the Note and any other instrument or document securing the Note (all of such indebtedness, obligations and liabilities identified in (i), (ii) and (iii) above being hereinafter referred to as the "indebtedness hereby secured"), the Mortgagor does hereby grant, sell, convey, mortgage and assign unto the Mortgagee, its successors and assigns a security interest in all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V and VI below all of same being collectively referred to herein as the "Mortgaged Premises":

5. Pursuant to Section 5 of the Sixth Amendment, as amended by Section 7 of the Seventh Amendment, the last sentence of Section 3 of the Original Mortgage was deleted and certain text inserted at the end of Section 3. The text added by Section 5 of the Sixth Amendment and modified by Section 7 of the Seventh Amendment is hereby amended and restated as follows:

Upon the failure of Mortgagor to pay any installment of real estate taxes upon the Mortgaged Premises when due, Mortgagor covenants and agrees to deposit with Mortgagee, at the written request of Mortgagee and on the first day of each month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth (1/12th) of the annual taxes and assessments (general and special) on the Mortgaged Premises (unless said taxes are based upon assessments which exclude improvements thereon now constructed or to be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). If prior deposits are insufficient, Mortgagor shall deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits made or to be made pursuant to the above as of one month prior to the date on which the total annual taxes and assessments for the current calendar year become due, shall be sufficient to pay in full the total annual taxes and assessments estimated by Mortgagee to become due and payable with respect to the Mortgaged Premises for the current calendar year. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special), on the Mortgaged Premises next due and payable when they become due. Mortgagee may, at its option, itself pay such taxes and assessments when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for payment of such taxes and assessments. If the funds so deposited are insufficient to pay any such taxes and assessments (general

or special) for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Upon the occurrence of an event of default under this Mortgage, the Note or any other document securing the Note, the Mortgagee may at its option, without being required so to do, apply any monies at the time on deposit pursuant to Paragraph 3 hereof to the performance of any of Mortgagor's obligations hereunder or under the Note, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be irrevocably applied by Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing to make application of such funds to the payment of which they were deposited, accompanied by the bills for such taxes and assessments. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. Subparagraph 15(a)(ii) of the Mortgage is amended and restated in its entirety as follows:

(ii) the beneficial interest in Mortgagor, except for the assignment of part or all of the beneficial interest in Mortgagor to: (A) the spouse or any issue of Aaron Israel (individually and collectively, the "Israel Family"); (B) a trust for the benefit of Aaron Israel or the Israel Family, or any of them; or (C) a trust, partnership, limited liability company, corporation or other entity controlled (including voting control) by Aaron Israel or the Israel Family, or any of them; provided, however, that any such permitted transferee shall, at the request of Mortgagee, (y) assume any and all of the obligations of Beneficiary under the Loan Documents (other than a guaranty or environmental indemnity agreement executed by Aaron Israel), and/or (z) execute and deliver to Mortgagee a collateral assignment of the beneficial interest so assigned in form and content satisfactory to Mortgagee.

7. Paragraph 16(j) of the Mortgage, added by Section 7 of the Fifth Modification, is deleted in its entirety.

8. Beneficiaries have reviewed the areas within their business and operations which could be adversely affected by, and have developed or is developing a program to address on a timely basis, the Year 2000 Problem, as hereinafter defined, and have made related appropriate inquiry of material suppliers and vendors. Based on such review and program, Beneficiaries believe that the Year 2000 Problem will not have a material adverse effect on Borrower or Beneficiaries. From time to time, at the request of Mortgagee, Beneficiaries shall provide to Mortgagee such updated information or documentation as is requested regarding the status of their efforts to address the Year 2000 Problem. As used herein, the "Year 2000 Problem" means the risk that computer applications used by the Beneficiaries 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.

9. Borrower and Beneficiaries covenant and agree to provide to Mortgagee, not later than January 31 of each calendar year, an operating statement for the Mortgaged Premises for the immediately preceding calendar year in form and content satisfactory to Mortgagee.

10. Borrower represents, and Beneficiaries represent and warrant, to Mortgagee that Beneficiaries are the sole beneficiaries of Borrower.

11. Borrower and Beneficiaries acknowledge that no defenses, offsets or counterclaims are, as of the date hereof, available to Borrower under the Amended and Restated Note or any of the Security Documents. 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 Mortgage and other Security Documents.

12. Nothing herein contained shall impair the Amended and Restated Note, the Mortgage or any Security Document 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 Mortgage and Security Documents shall continue in full force and effect except as expressly modified in connection herewith.

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

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14. 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.

15. The modifications provided for in this Agreement shall be effective only if the following conditions are satisfied:

(a) As of the date of recordation of this instrument, the Amended and Restated Note shall have been executed by Borrower and delivered to Mortgagee and shall be in good standing, free from any default, and there shall be no default or event that with the passage of time, giving of notice of both would constitute a default hereunder or under the Amended and Restated Note, the Mortgage or any other Security Document;

(b) Delivery to Mortgagee of an Eleventh Modification and Reaffirmation of Guaranty executed by Aaron Israel and Miriam Israel;

(b) Delivery to Mortgagee of an Environmental Indemnity Agreement executed by Aaron Israel and Miriam Israel;

(c) Delivery to Mortgagee of a Subordination, Nondisturbance and Attornment Agreement from AR Boutique, Ltd. in form and content satisfactory to Mortgagee; and

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

16. 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 Amended and Restated 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 the Amended and Restated Note and the owner or owners of any indebtedness accruing thereunder or under any Security Document shall look solely to the premises conveyed by the Mortgage or other Security Documents for the payment thereof, by the enforcement of the lien thereby created in the manner therein provided, by action to enforce the personal liability of any guarantor of the indebtedness thereby secured, or by proceeding against any other collateral security therefor.

17. 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.

CHICAGO TITLE LAND TRUST COMPANY

CP

SUCCESSOR TRUSTEE TO
THE CHICAGO TRUST COMPANY, as
Trustee under Trust Agreement dated
January 20, 1987 and known as Trust
No. 1089621

**SEE ATTACHED EXCULPATORY
CLAUSE FOR SIGNATURE**

By: _____
Its: _____

Miriam Israel

Miriam Israel

Aaron Israel

Aaron Israel

LASALLE NATIONAL BANK, a national
banking association

By: *Allen P. Bliss*
Its: *Officer*

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 1089621 ATTACHED TO AND MADE A PART OF THE ELEVENTH MORTGAGE MODIFICATION DATED SEPTEMBER 30, 1998, TO LA SALLE NATIONAL BANK .

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: October 2, 1998

CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 1089621

By:

Walter Russell
Assistant Vice President

Attest:

By:

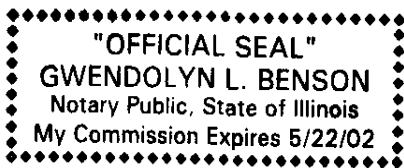
Marilyn Estess
Assistant Secretary



State of Illinois
County of Cook 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 CHICAGO TITLE LAND TRUST COMPANY, 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 the 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 of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of October, 1998



Gwendolyn L. Benson

NOTARY PUBLIC

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STATE OF ILLINOIS))
) SS.
 COUNTY OF COOK .)

I HEREBY CERTIFY that on this _____ day of _____, 1998, before me personally appeared _____ 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 _____, 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 _____ in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

 Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 2nd day of October, 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.

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

(NOTARY SEAL)



Signature of Harriett E Tully
Notary Public

My Commission Expires: 11-27-99

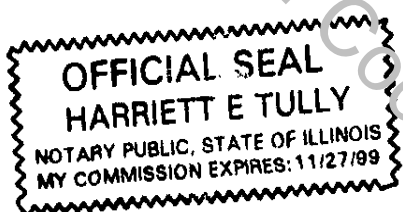
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STATE OF ILLINOIS))
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 2nd day of October, 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

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rosemary Heynen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alec P. Bliss, Coml Banking Officer 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 Coml Banking Officer, 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 8 day of OCTOBER, 1998.

(NOTARY SEAL)

Rosemary Heynen
Notary Public

My Commission Expires: 11/14/02



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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.

Property of Cook County Clerk's Office