



This Document Prepared by and  
after Recording Return to:

Steven N. Zaris  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

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ASSUMPTION AGREEMENT, AMENDMENT  
OF NOTE AND CONSENT TO MERGER

This Assumption Agreement, Amendment of Note and Consent to Merger dated as of February 11, 1999 (this "Agreement") by and among Wienecke Court Associates LLC, an Illinois limited liability company ("Wienecke"), Albert M. Friedman ("Friedman"), The Richard Melman Revocable Trust under Trust Agreement dated January 16, 1982 (the "Trust"), Richard Melman ("Melman") and Harris Bank Glencoe Northbrook, N.A. (the "Bank").

WITNESSETH THAT:

WHEREAS, the Bank has heretofore committed to make and has made loans and other financial accommodations to Harris Bank Glencoe Northbrook, N.A., as Trustee under Trust Agreement No. L-580 dated January 1, 1995 ("Trust L-580"), Wienecke Court, L.L.C., an Illinois limited liability company ("Court"), and Friedman under and pursuant to that certain Commercial Construction Loan Agreement dated July 11, 1995 by and among Trust L-580, Court, Friedman and the Bank (the "First Credit Agreement") (all indebtedness and other obligations under or pursuant to the First Credit Agreement being hereinafter referred to as the "First Credit Agreement Assumed Debt"); and

WHEREAS, the Bank has heretofore committed to make and has made loans and other financial accommodations to Trust L-580 under and pursuant to that certain Business Loan Agreement dated March 25, 1997 by and between Trust L-580 and the Bank (the "Second Credit Agreement") (all indebtedness and other obligations under or pursuant to the Second Credit Agreement being hereinafter referred to as the "Second Credit Agreement Assumed Debt"); and

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WHEREAS, the Bank has heretofore committed to make and has made loans and other financial accommodations to Harris Bank Glencoe Northbrook, N.A., as Trustee under Trust Agreement No. L-637 dated October 15, 1996 ("*Trust L-637*") as evidenced by that certain Promissory Note dated October 16, 1998 in the original principal sum of \$500,000 made by Trust L-637 (the "*Third Note*") (all indebtedness evidenced by and other obligations incurred in connection with the Third Note being hereinafter referred to as the "*Third Note Assumed Debt*"); and

WHEREAS, Court and Friedman have executed and delivered to the Bank that certain Hazardous Substances Certificate and Indemnity dated March 25, 1997 (the "*Friedman Environmental Indemnity*") (all obligations under the Friedman Environmental Indemnity being hereinafter referred to as the "*Friedman Obligations*"); and

WHEREAS, Court's joint and several liability for the Friedman Obligations and the First Credit Agreement Assumed Debt, the Second Credit Agreement Assumed Debt and the Third Note Assumed Debt are collectively referred to herein as the "*Assumed Debt*"; and

WHEREAS, the First Credit Agreement Assumed Debt is evidenced by that certain Commercial/Agricultural Revolving or Draw Note-Fixed Rate dated July 11, 1995 in the original principal sum of \$1,400,000 made by Trust L-580, Court and Friedman (the "*First Note*") and is secured by (i) that certain Commercial Mortgage dated July 11, 1995 and recorded August 14, 1995 in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 95535166 granted by Trust L-580 (the "*Original First Mortgage*"), as amended by that certain Modification of Mortgage & Assignment of Rents and Assignment of Rents dated October 16, 1996 and recorded October 21, 1996 in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 96800755 by and between Trust L-580 and the Bank (the "*Mortgage Modification*" and, together with the Original First Mortgage, collectively referred to herein as the "*First Mortgage*") encumbering the real property described in *Exhibit A* attached hereto (the "*Property*"), (ii) that certain Assignment of Rents dated July 11, 1995 and recorded August 14, 1995 in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 95535167 granted by Trust L-580 (the "*Original First Assignment*" and, as amended by the Mortgage Modification, the "*First Assignment*") encumbering the Property, and (iii) that certain Collateral Assignment of Beneficial Interest and Power of Direction dated July 11, 1995 granted by Court with respect to the beneficial interest in Trust L-580; and

WHEREAS, the Second Credit Agreement Assumed Debt is evidenced by that certain Promissory Note dated May 16, 1997 in the original principal sum of \$100,000 made by Trust L-580 (the "*Second Note*"), is secured by (i) that certain Mortgage dated March 25, 1997 and recorded April 16, 1997 in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 97262631 granted by Trust L-580 (the "*Second Mortgage*") encumbering the Property and (ii) that certain Assignment of Rents dated March 22, 1997 and recorded April 16, 1997 in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 97262632 granted by Trust L-580 (the "*Second Assignment*") encumbering the Property, and is guaranteed by (i) Court pursuant to that certain Commercial Guaranty dated March 25, 1997 for the benefit of the Bank and (ii) Friedman pursuant to that certain Commercial Guaranty dated March 25, 1997 (the "*Friedman Guaranty*") for the benefit of the Bank; and

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WHEREAS, the Third Note Assumed Debt is secured by (i) that certain Mortgage dated January 15, 1997 and recorded May 5, 1997 in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 97313848 granted by Trust L-637 (the "*Third Mortgage*") encumbering the Property and (ii) that certain Assignment of Rents dated January 15, 1997 and recorded May 5, 1997 in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 97313849 granted by Trust L-637 (the "*Third Assignment*") encumbering the Property, and is guaranteed by (i) the Trust pursuant to that certain Commercial Guaranty dated January 15, 1997 (the "*Trust Guaranty*") for the benefit of the Bank and (ii) Melman pursuant to that certain Consumer Guaranty dated January 15, 1997 (the "*Melman Guaranty*") for the benefit of the Bank; and

WHEREAS, the Trust and Melman have executed and delivered to the Bank that certain Hazardous Substances Certificate and Indemnity dated January 15, 1997 (the "*Melman Environmental Indemnity*") (all obligations under the Melman Environmental Indemnity and the Melman Guaranty being hereinafter referred to as the "*Melman Obligations*"); and

WHEREAS, Melman has caused the undivided fifteen percent (15%) interest in the Property to be transferred into Wienecke and Court has merged itself into Wienecke pursuant to the laws of the State of Illinois, with Wienecke as the surviving and continuing limited liability company, and Wienecke in connection therewith became the owner by operation of law or otherwise of all assets and properties of Trust L-580, Trust L-637 and Court subject to the liens thereon created and provided for by the First Mortgage, the First Assignment, the Second Mortgage, the Second Assignment, the Third Mortgage and the Third Assignment (the "*Security Documents*"); and

WHEREAS, as a result of such merger, Wienecke, by operation of law and by agreement, assumed and became liable for the Assumed Debt, the unpaid principal balance of the Assumed Debt as of the date hereof being as follows:

First Credit Agreement Assumed Debt	\$75,940.29
Second Credit Agreement Assumed Debt	\$100,000.00
Third Note Assumed Debt	\$500,000.00

; and

WHEREAS, Wienecke desires to confirm its liability for the Assumed Debt, which shall continue to be secured pursuant to the Security Documents; and

WHEREAS, Friedman desires to confirm his liability for the First Credit Agreement Assumed Debt, which shall continue to be secured pursuant to the First Mortgage and the First Assignment and for the Friedman Obligations; and

WHEREAS, the Trust desires to confirm its liability under the Melman Environmental Indemnity and the Trust Guaranty; and

WHEREAS, Melman desires to confirm his liability for the Melman Obligations;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of (i) inducing the Bank to consent to the merger of Court into Wienecke and to the continuation of the financing arrangements among the Bank, Wienecke, as the surviving limited liability company after such merger, and Friedman, (ii) acknowledging Wienecke's assumption of the Assumed Debt, (iii) confirming the continued validity and effectiveness of the liens and security interests created and provided for by the Security Documents, (iv) confirming the continued liability under the Friedman Environmental Indemnity, the Friedman Guaranty, the Trust Guaranty, the Melman Environmental Indemnity and the Melman Guaranty, and (v) setting forth additional terms and conditions to be applicable to the Assumed Debt, Wienecke, Friedman, the Trust and Melman agree with the Bank as follows:

SECTION 1. ASSUMPTION OF LIABILITIES.

*Section 1.1.* Wienecke hereby acknowledges and confirms that it has assumed and is liable for the Assumed Debt and agrees to pay the same to the Bank, together with interest thereon, in accordance with the terms and conditions of the First Credit Agreement and the Second Credit Agreement (the "Credit Agreements"), the First Note, the Second Note and the Third Note (the "Notes"), and the Friedman Environmental Indemnity, all as supplemented hereby, to the same extent and with the same force and effect as if Wienecke had originally executed the Credit Agreements, the Notes and the Friedman Environmental Indemnity, the Assumed Debt had originally been advanced to Wienecke thereunder and Wienecke had originally been the co-obligor or obligor, as appropriate, on the Assumed Debt in the place and stead of Court. The liability of Wienecke and Friedman with respect to the First Credit Agreement Assumed Debt and the Friedman Obligations shall continue to be joint and several. Wienecke, Friedman, the Trust and Melman acknowledge that the Bank is not required to make any further advances under the Credit Agreements or the Notes.

*Section 1.2.* The Assumed Debt shall be deemed an obligation of Wienecke under, and shall be subject to all of the terms and conditions of, the Security Documents as supplemented hereby and shall be secured by all the collateral, and entitled to all other benefits and security, described or referred to in the Security Documents as so supplemented, all to the same extent and with the same force and effect as if the Assumed Debt had originally been advanced to Wienecke under the Credit Agreements and the Notes and originally been entitled to all benefits and security described or referred to therein.

*Section 1.3.* Wienecke further acknowledges that all of the assets and properties of Court acquired by Wienecke in connection with the merger of Court into it (the "Transferred Assets") were acquired by and are held by Wienecke subject to the security interests and liens created in favor of the Bank under and pursuant to the Security Documents. The Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity shall be and remain in full force and effect as supplemented hereby and any rights and remedies of the Bank thereunder, obligations of Wienecke and Friedman thereunder and any liens or security interests created or provided for thereunder shall be and remain in full force and effect as contemplated hereby and shall not be discharged, it being specifically understood and agreed that the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity as

supplemented hereby shall constitute and be a continuation of the rights, remedies, liens and security interests in favor of the Bank and the obligations of Court to the Bank, which exist under the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity.

*Section 1.4.* In evidence of the foregoing, Wienecke hereby adopts the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity as new and separate contracts with the Bank, as hereby supplemented, all to the same extent and with the same force and effect as if Wienecke had originally executed the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity and all references therein to Court, Trust L-580 and Trust L-637 were references to Wienecke, but without regard to any limitations of liability applicable to Trust L-580 or Trust L-637. Wienecke hereby acknowledges and agrees that all of the terms and conditions contained in the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity, with all references therein to Court, Trust L-580 and Trust L-637 deemed references to Wienecke and except to the extent the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity are otherwise amended or modified hereby, shall be applicable to Wienecke and to all obligations of Wienecke, including the Assumed Debt. Wienecke agrees to observe and comply with all of the terms and conditions of the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity as supplemented hereby and hereby repeats and reaffirms for the benefit of the Bank all grants (including grants of liens and security interests) covenants, agreements, representations and warranties, consents to jurisdiction and venue, waivers, confessions of judgment, appointments of the Bank as attorney-in-fact and indemnities contained in the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity as supplemented hereby, each and all of which are and shall remain applicable to the collateral and all the obligations of Wienecke. Without limiting the foregoing, in order to secure the payment of all obligations of Wienecke, Wienecke does hereby grant unto the Bank, and hereby agrees that the Bank has and shall continue to have a continuing security interest in, all and singular the collateral described or referred to in the granting clauses of each of the Security Documents, each and all of such granting clauses being hereby incorporated by reference herein with the same force and effect as if set forth herein in their entirety except that all references therein to Court, Trust L-580 and Trust L-637 shall also be deemed references to Wienecke. The foregoing grant of a security interest is in addition to and supplemental of and not in substitution for the grants by Court, Trust L-580 and Trust L-637 under the Security Documents of security interests, and nothing herein contained shall affect or impair the liens or priority of the Security Documents as to the indebtedness which would be secured thereby prior to giving effect to this Agreement.

*Section 1.5.* In order to induce the Bank to accept this Agreement, Wienecke represents and warrants to the Bank that it is a limited liability company duly organized and existing under the laws of the State of Illinois, that it is qualified to do business in the State of Illinois and in any other state where the failure to so qualify would have a material adverse impact on the business transacted by Wienecke, that the merger of Court into Wienecke and the execution and delivery of this Agreement were pursuant to due authorization on the part of Wienecke, including any necessary member authorization, and that this Agreement is a valid and binding obligation of Wienecke, enforceable in accordance with its terms.

*Section 1.6.* In order to induce the Bank to accept this Agreement, Wienecke hereby represents and warrants to the Bank that as of the date hereof and as of any later date that this Agreement becomes effective, each of the representations and warranties set forth in the Credit Agreements, Security Documents and the Friedman Environmental Indemnity as supplemented hereby are and shall be and remain true and correct and Wienecke shall be in full compliance with all of the terms and conditions of the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity as so supplemented and no Event of Default as defined in the Credit Agreements, the Notes, the Security Documents or the Friedman Environmental Indemnity as so supplemented, or any other event which with the lapse of time, the giving of notice or both would constitute such an Event of Default, shall have occurred and be continuing.

*Section 1.7.* The Melman Obligations shall be and remain in full force and effect and any rights and remedies of the Bank under the Melman Guaranty and the Melman Environmental Indemnity and obligations of the Trust and Melman under the Melman Environmental Indemnity and of Melman under the Melman Guaranty shall be and remain in full force and effect and shall not be discharged.

#### SECTION 2. AMENDMENT OF THIRD NOTE.

Upon satisfaction of all of the conditions precedent set forth in Section 3 hereof, the maturity date of the Third Note shall be deemed to be amended from January 16, 1999 to July 16, 2000, and the payments under the Third Note commencing March 16, 1999 shall include payments of principal based on a twenty-five (25) year amortization schedule in addition to payments of accrued interest.

#### SECTION 3. CONDITIONS PRECEDENT.

The effectiveness of this Agreement is subject to the satisfaction of all of the following conditions precedent:

*Section 3.1.* Wienecke, Friedman, the Trust and Melman shall have executed this Agreement (such execution may be in several counterparts and the parties hereto may execute on separate counterparts).

*Section 3.2.* Each of Friedman, as guarantor of the Second Credit Agreement Assumed Debt, and Melman and the Trust, as guarantors of the Third Note Assumed Debt, shall have executed and delivered to the Bank Guarantor's Acknowledgments in the forms of *Exhibit B-1*, *Exhibit B-2* and *Exhibit B-3*, respectively, attached hereto.

*Section 3.3.* Each of the representations and warranties set forth in the Credit Agreements, the Security Documents, the Friedman Environmental Indemnity, the Friedman Guaranty, the Melman Environmental Indemnity and the Melman Guaranty shall be true and correct.

*Section 3.4.* Wienecke and Friedman shall be in full compliance with all of the terms and conditions of the Credit Agreements, the Notes, the Security Documents and the Friedman Environmental Indemnity and no Event of Default or event which with notice or the lapse of time or both would constitute such an Event of Default, shall have occurred thereunder or shall result after giving effect to this Agreement. The Trust and Melman shall be in full compliance with all of the terms and conditions of the Melman Environmental Indemnity and no Event of Default or event which with notice or the lapse of time or both would constitute such an Event of Default shall have occurred thereunder or shall result after giving effect to this Agreement.

*Section 3.5.* All legal matters incident to the execution and delivery hereof and of the instruments and documents contemplated hereby shall be satisfactory to the Bank.

*Section 3.6.* The Bank shall have received copies (executed or certified as may be appropriate) of all legal documents or proceedings taken in connection with the execution and delivery of this Agreement and the other instruments and documents contemplated hereby, including, without limitation, filed Articles of Merger, and an opinion of Fox, Swibel & Levin, counsel to Wienecke, Friedman, Melman and the Trust, in form and substance reasonably acceptable to the Bank.

*Section 3.7.* Wienecke shall have executed and delivered to the Bank such financing statements as the Bank shall request.

*Section 3.8.* The Bank shall have received an updated title insurance policy or endorsement to the title insurance policy described below (i) showing Wienecke in title to the Property, (ii) insuring the liens of the Security Documents in one hundred percent (100%) of the Property subject only to those exceptions shown in Chicago Title Insurance Company policy no. 7629351 dated October 21, 1996 (except that exceptions nos. 12 and 13 regarding that certain Lease dated July 1, 1996 by Trust L-580 to Friedman Properties, Ltd., a memorandum of which was recorded October 21, 1996 in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 96800753, and the option of the lessee thereunder to purchase the Property and exception no. 14 regarding new construction shall be deleted), and (iii) evidencing the payment of all real estate taxes now due and payable.

#### SECTION 4. MISCELLANEOUS.

*Section 4.1.* Except as specifically amended herein, the Credit Agreements, the Notes, the Security Documents, the Friedman Environmental Indemnity and the Melman Environmental Indemnity shall continue in full force and effect in accordance with their original terms. Reference to this Agreement need not be made in any note, document, letter, certificate, the Credit Agreements, the Notes, the Security Documents, the Friedman Environmental Indemnity and the Melman Environmental Indemnity or any communication issued or made pursuant to or with respect to the Credit Agreements, the Security Documents, the Notes, the Friedman Environmental Indemnity and the Melman Environmental Indemnity, any reference to the Credit Agreements being sufficient to refer to the Credit Agreements as amended hereby.

*Section 4.2.* This Agreement may be executed in any number of counterparts, and by the different parties on different counterparts, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. This Agreement shall be governed by the internal laws of the State of Illinois.

*Section 4.3.* The execution of this Agreement shall not be deemed to be a waiver of any Event of Default, whether or not existing on the date of this Agreement; and the Bank expressly denies any intention to waive any such Event of Default, reserving the right to enforce the same.

*Section 4.4.* Wienecke, Friedman, the Trust and Melman agree to pay the fees and expenses of Chapman and Cutler, counsel to the Bank, in connection with the preparation of, and the supervision of legal matters in connection with, this Agreement.

*Section 4.5.* By its execution hereof, the Bank consents to the merger of Court into Wienecke for purposes of the Credit Agreements and the Security Documents as set forth in Articles of Merger filed with the Secretary of State of the State of Illinois on February 11, 1999.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

WIENECKE COURT ASSOCIATES LLC

By [Signature]  
Albert M. Friedman

[Signature]  
ALBERT M. FRIEDMAN

THE RICHARD MELMAN REVOCABLE TRUST  
UNDER TRUST AGREEMENT DATED  
JANUARY 16, 1982

By [Signature]  
Richard Melman, Trustee

[Signature]  
RICHARD MELMAN

*Both by Michael E. Fox  
under power of Attorney*

HARRIS BANK GLENCOE NORTHBROOK, N.A.

By [Signature]  
Heidi S. Kolderup  
Commercial Banking Officer

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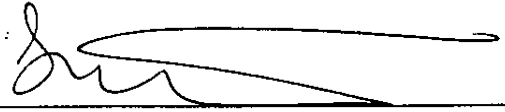
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STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK         )

I, Stephen S. Messutta, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Albert M. Friedman, a member of Wienecke Court Associates LLC, a Illinois limited liability company, who is 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 and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21th day of February, 1999.



Notary Public

Stephen S. Messutta  
(Type or Print Name)

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

My Commission Expires: \_\_\_\_\_

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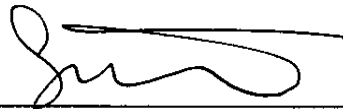
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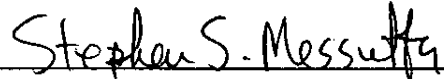
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, Stephen S. Messutta, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Albert M. Friedman, who is 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, this 26th day of February, 1999.



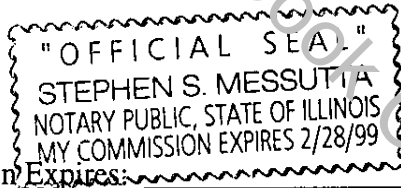
Notary Public



(Type or Print Name)

(SEAL)

My Commission Expires:



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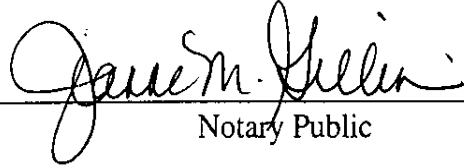
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

by Michael E. Fox  
under Power of Attorney

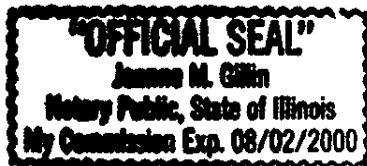
I, Jeanne M. Gillin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard Melman, Trustee of The Richard Melman Revocable Trust under Trust Agreement dated January 16, 1982, who is personally known to me to be the same person whose name is subscribed to the foregoing 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 and deed of said Trust for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26 day of February, 1999.

  
\_\_\_\_\_  
Notary Public

Jeanne M. Gillin

(Type or Print Name)



(SEAL)

My Commission Expires: \_\_\_\_\_

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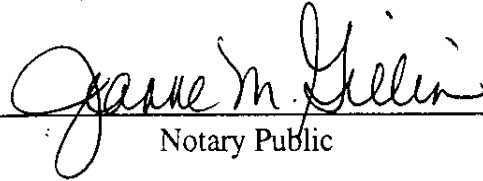
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

by Michael E. Fox  
under Power of Attorney

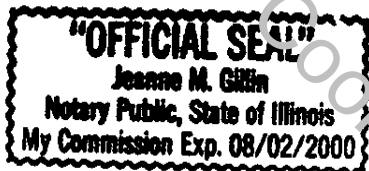
I, Jeanne M. Gillin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard Melman, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and 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, this 26 day of February, 1999.

  
Notary Public

Jeanne M. Gillin

(Type or Print Name)



(SEAL)

My Commission Expires: \_\_\_\_\_

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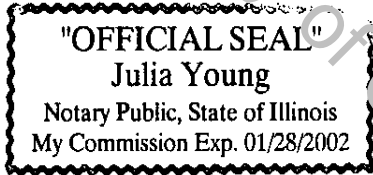
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, Julia Young, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Heidi S. Kolderup, Commercial Banking Officer of Harris Bank Glencoe Northbrook, N.A., who is 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 and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26<sup>th</sup> day of February, 1999.



Julia Young  
Notary Public

JULIA YOUNG  
(Type or Print Name)

(SEAL)

My Commission Expires: 1-28-02

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## EXHIBIT A

THE SOUTHEASTERLY 16 FEET OF LOT 2, LOT 3, LOT 4 (EXCEPTING THE SOUTHERLY 15 FEET OF LOT 4), THE EASTERLY 20 FEET OF LOTS 8, 9, 10 AND 11 AND THE WESTERLY 10 FEET OF LOTS 5, 6, 7, ALL IN BLOCK 32 IN GLENCOE, A SUBDIVISION OF PARTS OF SECTIONS 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF HE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.#: 05-07-205-014-0000, 05-07-205-015-0000, 05-07-205-016-0000, 05-07-205-028-0000

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## EXHIBIT B-1

The undersigned, Albert M. Friedman, has executed and delivered to the Bank his own separate Commercial Guaranty dated as of March 25, 1997 (the "*Guaranty*"), with the intent to guaranty certain indebtedness of Wienecke Court Associates LLC ("*Wienecke*"), as successor to Wienecke Court, L.L.C. ("*Court*"), to Harris Bank Glencoe Northbrook, N.A. (the "*Bank*") as set forth therein, whether now outstanding or hereafter incurred. The undersigned hereby agrees that Wienecke and the Bank may enter into the foregoing Assumption Agreement, Amendment of Note and Consent to Merger dated as of February 11, 1999 and the transactions contemplated thereby, and that the foregoing shall not in any way affect or impair or modify the terms or provisions of, or the obligations of the undersigned under, the Guaranty with respect to such indebtedness of Wienecke, as successor to Court, as set forth therein. The undersigned also further acknowledges and agrees that the Bank has amended and may in the future from time to time amend and waive terms and provisions contained in the Credit Agreements, the Notes and the Security Documents or otherwise related to any of the credit facilities available thereunder. It is further agreed that the Bank shall be under no obligation to obtain the consent of the undersigned to, or provide notice to the undersigned of, any such amendments or waivers, it being specifically understood and agreed that the Guaranty is and shall remain in full force and effect notwithstanding any such amendments or waivers are made without such consent or notice.



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Albert M. Friedman

Cook County Clerk's Office



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## EXHIBIT B-2

The undersigned, Richard Melman ("*Melman*") has executed and delivered to the Bank his own separate Consumer Guaranty dated as of January 15, 1997 (the "*Guaranty*"), with the intent to guaranty certain indebtedness of Wienecke Court Associates LLC ("*Wienecke*"), as successor to Wienecke Court, L.L.C. ("*Court*"), to Harris Bank Glencoe Northbrook, N.A. (the "*Bank*") as set forth therein, whether now outstanding or hereafter incurred. The undersigned hereby agrees that Wienecke and the Bank may enter into the foregoing Assumption Agreement, Amendment of Note and Consent to Merger dated as of February 11, 1999 and the transactions contemplated thereby, and that the foregoing shall not in any way affect or impair or modify the terms or provisions of, or the obligations of the undersigned under, the Guaranty with respect to such indebtedness of Wienecke, as successor to Court, as set forth therein. The undersigned also further acknowledges and agrees that the Bank has amended and may in the future from time to time amend and waive terms and provisions contained in the Credit Agreements, the Notes and the Security Documents or otherwise related to any of the credit facilities available thereunder. It is further agreed that the Bank shall be under no obligation to obtain the consent of the undersigned to, or provide notice to the undersigned of, any such amendments or waivers, it being specifically understood and agreed that the Guaranty is and shall remain in full force and effect notwithstanding any such amendments or waivers are made without such consent or notice.

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RICHARD MELMAN

*By: Muel E. Fox under  
Power of Attorney*

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## EXHIBIT B-3

The undersigned, The Richard Melman Revocable Trust under Trust Agreement dated January 16, 1982 (the "*Trust*"), has executed and delivered to the Bank its own separate Commercial Guaranty dated as of January 15, 1997 (the "*Guaranty*"), with the intent to guaranty certain indebtedness of Wienecke Court Associates LLC ("*Wienecke*"), as successor to Wienecke Court, L.L.C. ("*Court*"), to Harris Bank Glencoe Northbrook, N.A. (the "*Bank*") as set forth therein, whether now outstanding or hereafter incurred. The undersigned hereby agrees that Wienecke and the Bank may enter into the foregoing Assumption Agreement, Amendment of Note and Consent to Merger dated as of February 11, 1999 and the transactions contemplated thereby, and that the foregoing shall not in any way affect or impair or modify the terms or provisions of, or the obligations of the undersigned under, the Guaranty with respect to such indebtedness of Wienecke, as successor to Court, as set forth therein. The undersigned also further acknowledges and agrees that the Bank has amended and may in the future from time to time amend and waive terms and provisions contained in the Credit Agreements, the Notes and the Security Documents or otherwise related to any of the credit facilities available thereunder. It is further agreed that the Bank shall be under no obligation to obtain the consent of the undersigned to, or provide notice to the undersigned of, any such amendments or waivers, it being specifically understood and agreed that the Guaranty is and shall remain in full force and effect notwithstanding any such amendments or waivers are made without such consent or notice.

THE RICHARD MELMAN REVOCABLE TRUST  
UNDER TRUST AGREEMENT DATED  
JANUARY 16, 1982

By \_\_\_\_\_  
Richard Melman, Trustee

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M. Melman, Trustee  
under Bank of Am