

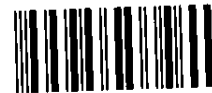
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THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60603

99543927

1023/0001 45 001 Page 1 of 12
1999-06-07 12:32:23
Cook County Recorder 43.00



99543927

PERMANENT TAX INDEX NUMBERS:

12-29-205-041-1001 12-29-205-041-1003
12-29-205-041-1004 12-29-205-041-1005
12-29-205-041-1007 12-29-205-041-1012
12-29-205-041-1013 12-29-205-041-1014
12-29-205-041-1016 12-29-205-041-1017
12-29-205-041-1020 12-29-205-041-1021
12-29-205-041-1022 12-29-205-041-1024
12-29-205-041-1025 12-29-205-041-1028
12-29-205-041-1029 12-29-205-041-1108
12-29-205-041-1109 12-29-205-041-1118
12-29-205-041-1119 12-29-205-041-1120
12-29-205-041-1123 12-29-205-041-1124
12-29-205-041-1127 12-29-205-041-1128
12-29-205-041-1132 12-29-205-041-1133
12-29-205-041-1134 12-29-205-041-1135
12-29-205-041-1136 12-29-205-041-1137
12-29-205-041-1138

PROPERTY ADDRESS:

Units 101, 103, 105, 106, 201, 202, 204, 307, 308, 401, 402, 403,
405, 408, 501, 502, 505, 508, 601, 602, 603, 605, 701,
702, 705, 706, 707, 708, 803, 804, 805, 806 and 808

Grand Towers Plaza Condominium
10513-10515 West Grand Avenue
Franklin Park, Illinois

SEVENTH LOAN EXTENSION AND MODIFICATION AGREEMENT

This SEVENTH LOAN EXTENSION AND MODIFICATION AGREEMENT dated as of May 1, 1999 (the "Seventh Extension Agreement"), is entered into by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, whose address is 120 South La Salle Street, Lower Level, Chicago,

BOX 333-CTI

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Illinois 60690, as successor-in-interest to First Chicago Trust Company, as successor-in-interest to Comerica Bank-Illinois, as successor-in-interest by merger to Manufacturers Affiliated Trust Company, as successor in interest to Affiliated Bank/Western National, as successor in interest to FSB, formerly known as First State Bank and Trust Company of Franklin Park, not personally but as Trustee (the "Mortgagor") under a Trust Agreement dated May 19, 1987 and known as Trust No. 1217 (the "Trust Agreement"), WAYNE PATRICK FILOSA (the "Guarantor"), whose address is c/o Allright Sheet Metal, 2950 Commerce Street, Franklin Park, Illinois 60131, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor by merger to LaSalle Bank Illinois, formerly known as Comerica Bank - Illinois, successor by merger to Affiliated Bank (collectively, the "Lender"), whose address is 4747 West Irving Park Road, Chicago, Illinois 60641.

WITNESSETH:

A. The Lender originally made a loan (the "Loan") to the Mortgagor under and pursuant to that certain Construction Loan Agreement dated as of August 14, 1992 by and among the Mortgagor, the Guarantor and the Lender, and as evidenced by that certain Promissory Note dated October 2, 1992 in the original principal amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), executed by the Mortgagor and made payable to the order of the Lender (the "Original Note").

B. The Mortgagor is the record owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and by reference incorporated herein (the "Property"), the Guarantor owns one hundred percent (100%) of the beneficial interest of, and power of direction in, the Trust Agreement.

C. The Original Note was issued under and secured by the Loan Agreement and by, among other things, the following documents (together with the Loan Agreement, the Original Note and any and all other documents evidencing or securing the Loan being collectively referred to herein as the "Original Loan Documents"):

(i) Real Estate Mortgage and Assignment of Rents dated October 2, 1992, executed by the Mortgagor in favor of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 28, 1992 as Document Number 92803298 (the "Mortgage"), and which Mortgage created a lien on the Property;

(ii) Assignment of Rents and Lessor's Interest in Leases dated August 14, 1992, jointly and severally executed by the Mortgagor and the Guarantor in favor of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 28, 1992 as Document Number 92803300 (the "Assignment of Rents"), and which Assignment of Rents encumbers the Property;

(iii) Collateral Assignment of Beneficial Interest in Land Trust dated as of August 14, 1992, executed by the Guarantor in favor of the Lender (the "Collateral

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Assignment"), which Collateral Assignment collaterally assigned to the Lender the beneficial interest of the Guarantor in the Trust Agreement and all property held therein;

(iv) Security Agreement dated August 14, 1992, jointly and severally executed by the Mortgagor and the Guarantor in favor of the Lender (the "Security Agreement"), which Security Agreement assigned to the Lender a security interest in certain personal property and fixtures located on the Property;

(v) Environmental Indemnity Agreement dated August 14, 1992, executed by the Guarantor in favor of the Lender (the "Environmental Indemnity"), wherein the Guaranty indemnifies the lender against costs and expenses relating to environmental matters;

(vi) Guaranty of Note, Mortgage and Other Undertakings dated as of August 14, 1992, executed by the Guarantor in favor of the Lender (the "Guaranty");

(vii) Waiver of Defenses dated October 2, 1992, executed by the Mortgagor in favor of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 28, 1992 as Document Number 92803299 (the "Waiver"); and

(viii) UCC-2 Financing Statement, executed by the Mortgagor, as debtor, in favor of the Lender, as secured party, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on March 28, 1995 as Document Number 95U03825.

D. The Original Loan Documents have been from time to time supplemented and amended by that certain:

(i) Loan Extension Agreement dated June 28, 1994 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 2, 1994 as Document Number 94776605 (the "First Extension Agreement"), which First Extension Agreement extended to December 1, 1994 the maturity date of the Original Loan Documents and the Loan, as evidenced by the Original Note;

(ii) Loan Modification Agreement dated December 1, 1994 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on March 29, 1995 as Document Number 95212175 (the "Second Extension Agreement"), which Second Extension Agreement (a) decreased the maximum principal amount of the Loan available for revolving advances, and (b) extended to September 1, 1996 the maturity date of the Original Loan Documents and the Loan, as evidenced by that certain Master Revolving Note (Variable Rate-Maturity Date) dated December 1, 1994 in the maximum original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars

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(\$1,250,000.00), executed by the Mortgagor and made payable to the order of the Lender (the "First Restated Note");

(iii) Loan Extension and Modification Agreement dated as of September 1, 1996 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 22, 1996 as Document Number 96804506 (the "Third Extension Agreement"), which Third Extension Agreement extended to March 31, 1997 the maturity date of the Original Loan Documents and the Loan, as evidenced by that certain Master Revolving Note (Variable Rate-Maturity Date) dated September 1, 1997 in the maximum original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Mortgagor and made payable to the order of the Lender (the "Second Restated Note");

(iv) Loan Extension and Modification Agreement dated as of March 31, 1997 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on April 14, 1997 as Document Number 97255824 (the "Fourth Extension Agreement"), which Fourth Agreement extended to April 30, 1997 the maturity date of the Original Loan Documents and the Loan, as evidenced by that certain Master Revolving Note (Variable Rate-Maturity Date) dated March 31, 1997 in the maximum original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Mortgagor and made payable to the order of the Lender (the "Third Restated Note");

(v) Loan Extension and Modification Agreement dated as of April 30, 1997 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 10, 1997 as Document Number 97410112 (the "Fifth Extension Agreement"), which Fifth Extension Agreement extended to April 30, 1998 the maturity date of the Original Loan Documents and the Loan, as evidenced by that certain Revolving Note dated April 30, 1997 in the maximum original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Mortgagor and made payable to the order of the Lender (the "Fourth Restated Note"); and

(vi) Sixth Loan Extension and Modification Agreement dated as of April 30, 1998 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 24, 1998 as Document Number 98540515 (the "Sixth Extension Agreement"; the Original Loan Documents as supplemented and amended by the First Extension Agreement, the Second Extension Agreement, the First Restated Note, the Third Extension Agreement, the Second Restated Note, the Fourth Extension Agreement, the Third Restated Note, the Fifth Extension Agreement, the Fourth Restated Note and the Sixth Extension Agreement, together with any and all other documents evidencing or securing the Loan, being collectively referred to herein as the "Loan Documents"), which Sixth Extension Agreement extended to May 1, 1999 the maturity date of the Original Loan Documents and the Loan, as evidenced by the Fourth Restated Note.

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E. The Mortgagor and the Guarantor have now requested to further modify and amend the Loan Documents to provide for an extension of the maturity date of the Loan, as evidenced by the Fourth Restated Note, to May 2, 2000, and the Lender has agreed to such an extension of the maturity date of the Loan, provided the Mortgagor and the Guarantor comply with all of the terms and conditions of this Seventh Extension Agreement.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T S:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.

2. Definitions. Capitalized words and phrases not otherwise defined in this Seventh Extension Agreement shall have the meanings assigned thereto in the Loan Documents.

3. Extension of Maturity. The maturity date of the Loan, evidenced by the Fourth Restated Note is hereby extended from May 1, 1999 to May 2, 2000 (the "Maturity Date"), and all of the Loan Documents, including, without limitation, the Fourth Restated Note, are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "May 1, 1999" is hereby changed to "May 2, 2000" each time it appears in the Loan Documents, and each time the phrase "maturity date" appears in any of the Loan Documents, it shall be deemed to mean and refer to May 2, 2000.

4. Interest Rate. The principal balance of the Loan outstanding from time to time, as evidenced by the Fourth Restated Note, shall bear interest at a floating per annum rate of interest equal to the Prime Rate (as hereinafter defined). After maturity or the occurrence of a default under any of the Loan Documents, until paid, the outstanding principal amount of the Loan evidenced by the Fourth Restated Note, and all accrued and unpaid interest thereon, shall bear interest, payable upon demand, at a floating per annum rate of interest equal to the Prime Rate plus three percent (3.00%). As used herein, the term "Prime Rate" shall mean the floating per annum rate of interest which at any time, and from time to time, shall be most recently announced by the Lender as its Prime Rate, which is not intended to be the Lender's lowest or most favorable rate of interest at any one time. Each change in the interest rate hereon shall take effect on the effective date of any change in the Prime Rate. The Lender shall not be obligated to give notice of any change in the Prime Rate. The interest rate on the Loan shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed.

5. Principal and Interest Payments. The Loan, as evidenced by the Fourth Restated Note, shall be repaid in installments of interest only on the principal balance of the Loan outstanding from time to time, commencing on May 1, 1999 and continuing on the first

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day of each month thereafter through and including the Maturity Date; and a final installment equal to the total principal balance of the Loan then remaining unpaid, plus all accrued and unpaid interest thereon, on May 2, 2000.

6. Revolving Credit Loan. The Loan Documents, including without limitation, the Mortgage, are given to secure a revolving credit loan and shall secure not only the existing indebtedness evidenced by the Fifth Amendment, but also future advances, whether such advances are obligatory or are to be made at the option of the Lender, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date hereof. The total amount of the indebtedness as evidenced by the Fourth Restated Note may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$15,000,000, plus interest thereon, and any disbursements which are made for the payment of taxes, special assessments or insurance on the Premises or other disbursements as provided for herein.

7. Attachment to Note. The Lender may, and prior to any transfer by it of the Note shall, attach a copy of this Seventh Extension Agreement to the Fourth Restated Note and place an endorsement on the Second Restated Note making reference to the fact that such attachment has been made.

8. Continued Effectiveness of Loan Documents; Confirmation of Obligations. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto, except as expressly modified and amended by this Seventh Extension Agreement. Each of the Mortgagor and the Guarantor hereby: (i) restates, confirms and reaffirms all of their respective obligations under the Loan Documents, as modified by this Seventh Extension Agreement; (ii) acknowledges and agrees that the Lender, by entering into this Seventh Extension Agreement, does not waive any existing or future default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledges and agrees that the Lender has not heretofore waived any default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that neither the Mortgagor nor the Guarantor has any set-off, defense or counterclaim to the payment or performance of any of their respective obligations under the Loan Documents, as modified by this Seventh Extension Agreement.

9. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this Seventh Extension Agreement, the Mortgagor hereby certifies and represents, and the Guarantor hereby certifies, represents and warrants to the Lender that all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Seventh Extension Agreement.

10. Reaffirmation of Guaranty. The Guarantor hereby expressly: (a) consents to the execution of this Seventh Extension Agreement; (b) acknowledges that the Guaranty is

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hereby modified and amended so that all references in the Guaranty to (i) "Affiliated Bank" shall be deemed to be references to the Lender, (ii) the "Guaranty" shall mean the Guaranty, as modified and amended by this Seventh Extension Agreement, and (iii) the obligations and liabilities evidenced by the Note (as defined in the Guaranty) shall be deemed to include all of the obligations and liabilities owing from the Mortgagor to the Lender from time to time under and pursuant to the Loan Documents, including, without limitation, the Original Note, as replaced and restated by the (i) First Restated Note, (ii) the Second Restated Note, (iii) the Third Restated Note, and (iv) the Fourth Restated Note, and as further modified and amended by this Seventh Extension Agreement, (c) reaffirms all of his obligations under the Guaranty, as modified and amended by this Seventh Extension Agreement, in all respects; and (d) agrees that such obligations shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any manner whatsoever by the execution of this Seventh Extension Agreement.

11. Reporting Requirements.

(a) Guarantor Financial Information. The Guarantor shall furnish, or cause to be furnished, to the Lender or its authorized representatives such information regarding the business affairs, operations and financial condition of the Guarantor as shall be requested by the Lender, including, but not limited to, as soon as available, and in any event, within thirty (30) days after their filing, copies of the federal income tax returns of the Guarantor, along with a personal financial statement of the Guarantor, in form and substance acceptable to the Lender.

(b) Rent Roll. The Mortgagor and the Guarantor shall furnish, or cause to be furnished, to the Lender or its authorized representatives such information regarding the business affairs, operations and financial condition of the Property as shall be requested by the Lender, including, without limitation, within thirty (30) days following the end of each calendar quarter, a copy of the current rent roll for the Property.

12. References. All references in the Loan Documents and/or this Seventh Extension Agreement to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as further modified and amended by this Seventh Extension Agreement.

13. Entire Agreement. This Seventh Extension Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Seventh Extension Agreement, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

14. Successors. The Loan Documents, as modified by this Seventh Extension Agreement, shall inure to the benefit of the parties hereto and to the Lender's successors and

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assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

15. Severability. In the event any provision of this Seventh Extension Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Amendments, Changes and Modifications. This Seventh Extension Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

17. Construction.

(a) The words "hereby", "hereof", "herein" and "hereunder", and other words of a similar import refer to this Seventh Extension Agreement as a whole and not to the individual sections or paragraphs in which such terms are used.

(b) References to sections and other subdivisions of this Seventh Extension Agreement are to the designated sections and other subdivisions of this Seventh Extension Agreement as originally executed.

(c) The headings of this Seventh Extension Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

18. Execution of Counterparts. This Seventh Extension Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

19. Governing Law. This Seventh Extension Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

20. Trustee's Exculpation. This Seventh Extension Agreement is executed by American National Bank and Trust Company of Chicago, not personally but solely as Successor Trustee, solely in the exercise of the authority conferred upon it as trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account thereof, or on account of any promises, covenants, undertakings or agreements herein, or in the Loan Documents contained, either express or implied; all such liability, if any, being expressly waived and released by the holder or holders of the Loan Documents and by all persons claiming by, through or under the Loan Documents or the holder or holders, owner or owners thereof, and by every person now or hereafter claiming any right or security thereunder. It is understood

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and agreed that said Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and it shall not be liable for any action or non-action taken in violation of any of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Extension Agreement to Loan Documents to be executed as of the date set forth above.

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally, but as
Successor Trustee under a Trust Agreement dated
May 19, 1987 and known as Trust No. 1217

By: Margaret O'Donnell
Name: Margaret O'Donnell
Title: Trust Administrator

GUARANTOR:

Wayne Patrick Filosa
WAYNE PATRICK FILOSA

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: Patrick Stoltz
Name: Patrick Stoltz
Title: Vice President

GKF:jh
May 13, 1999
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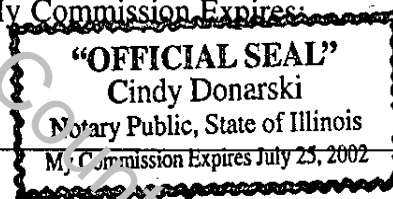
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Margaret O'Donnell, the Trust Administrator, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as successor trustee as aforesaid, 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 as such Trust Administrator, 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 banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of May, 1999.

Cindy Donarski
Notary Public

My Commission Expires:



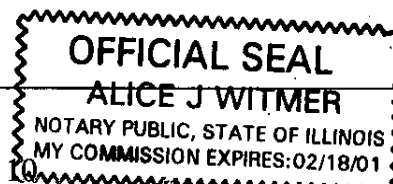
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WAYNE PATRICK FILOSA, 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 1 day of May, 1999.

Alice J. Witmer
Notary Public

My Commission Expires:



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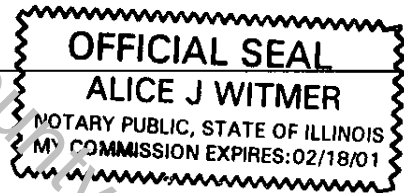
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICK STOLTZ, a Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, 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 as such Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of May, 1999.

Alice J. Witmer
Notary Public

My Commission Expires:



GKF:jh
May 13, 1999
105566

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1: UNITS 105, 106, 307, 308, 405, 408, 505, 508, 605, 705, 706, 707, 708, 805, 806 AND 808 OF THE GRAND TOWERS PLAZA CONDOMINIUM IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND PLAT OF CONDOMINIUM RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 30, 1987 AS DOCUMENT 87680416 AND AMENDED BY DOCUMENT NO. 93735774.

PARCEL 2: UNITS 101, 103, 201, 202, 204, 401, 402, 403, 501, 502, 601, 602, 603, 701, 702, 803 AND 804 OF THE GRAND TOWERS PLAZA CONDOMINIUM IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND PLAT OF CONDOMINIUM RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 30, 1987 AS DOCUMENT 87680416.

COMMON ADDRESS OF REAL ESTATE:

Units 101, 103, 105, 106, 201, 202, 204, 307, 308, 401, 402, 403, 405, 408, 501, 502, 505, 508, 601, 602, 603, 605, 701, 702, 705, 706, 707, 708, 803, 804, 805, 806 and 808
Grand Towers Plaza Condominium
10513-10515 West Grand Avenue
Franklin Park, Illinois

PERMANENT TAX IDENTIFICATION NUMBERS:

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