

This instrument prepared by and when recorded return to:

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1999-01-04 13:22:44
Cook County Recorder 25.00

Mary E. Callow
Heroux, Clingen, Callow, Wolfe & McLean
2100 Manchester Road
Suite 1750
Wheaton, Illinois 60187



ASSIGNMENT OF RENTS MODIFICATION

(2) call A00181555 JICTI Acc

This Assignment of Rents Modification (this "Agreement") is effective as of this 17th day of August 1998, between American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero as Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656, whose address is 33 North LaSalle Street, Chicago, Illinois 60602 (the "Grantor"), and LASALLE BANK NATIONAL ASSOCIATION (the "Lender").

RECITALS

(3)

WHEREAS, INFOWARE, INC. (the "Borrower") executed a certain Promissory Note, dated September 26, 1997 (the "Original Note"), in favor of the Lender evidencing a revolving loan in the original principal amount of \$250,000.00 (the "Revolving Loan");

WHEREAS, the Lender extended the maturity of the Original Note from May 26, 1998 to June 26, 1998 in exchange for Borrower's execution of a Promissory Note, dated May 26, 1998 ("Extension Note 1"), in favor of the Lender evidencing the Revolving Loan;

WHEREAS, the Lender subsequently extended the maturity of Extension Note 1 from June 26, 1998 to September 1, 1998 in exchange for Borrower's execution of a Promissory Note, dated June 26, 1998 ("Extension Note 2"), in favor of the Lender evidencing the Revolving Loan;

WHEREAS, the Borrower has requested and the Lender has agreed to extend the maturity of Extension Note 2 from September 1, 1998 to July 1, 1999 and to increase the principal amount of the Revolving Loan from \$250,000.00 to \$500,000.00 in exchange for the Borrower's continued compliance with the terms and conditions of the Business Loan Agreement dated September 26, 1997 (the "Loan Agreement") and certain other modifications to the Loan Agreement as set forth in that certain First Amendment to Business Loan Agreement, dated the date hereof (the "First Amendment");

WHEREAS, as an inducement to the Lender to lend monies to the Borrower, Michael Tulig executed a Commercial Guaranty dated September 26, 1997, pursuant to which he personally guaranteed the Borrower's indebtedness to the Lender;

WHEREAS, as an inducement to the Lender to lend monies to the Borrower, Anne Daly Tulig also executed a Commercial Guaranty dated September 26, 1997, pursuant to which she personally guaranteed the Borrower's indebtedness to the Lender;

WHEREAS, Michael and Anne Daly Tulig (the "Beneficiaries") own the beneficial interests under Trust Agreement dated October 18, 1988 and known as Trust No. 10656;

WHEREAS, as collateral security for the amounts owing pursuant to the Original Note, the Beneficiaries directed the Grantor to execute and deliver that certain Mortgage, dated September 26, 1997 and recorded by the Cook County Recorder as document no. 97-899116, in favor of Lender (the "Mortgage"), and the certain Assignment of Rents, dated September 26, 1997 and recorded by the Cook County Recorder as document no. 97-899117, in favor of Lender (the "Assignment of Rents"), which Mortgage and Assignment of Rents relate to the following premises (the "Premises"):

Lot 22 in Block 5 in Hughes Brown Moore Corporation Collinswood, being a Subdivision of part of the North East 1/4 and part of the East 1/2 of the South East 1/4 of Section 11, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 04-14-210-017

WHEREAS, the terms of Assignment of Rents secures the Revolving Loan evidenced by Extension Note 2;

WHEREAS, in order to reflect the extended maturity and the increase in the original principal amount of the Revolving Loan, Lender and Borrower have agreed to execute and deliver this Modification Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Binding Effect of Assignment of Rents. The terms and conditions of the Assignment of Rents shall continue to be binding and enforceable between the Grantor and the Lender.

Section 2. Assignment of Rents Modification. The first sentence of the definition of "Note" as set forth in the Assignment of Rents is amended to now read in its entirety as follows:

Note. The word "Note" means the promissory note or credit agreement dated August 17, 1998, in the principal amount of \$500,000.00 from Borrower to lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Section 3. Miscellaneous.

- (a) The Recitals are incorporated herein by this reference and represent additional provisions of this Agreement.
(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Grantor:

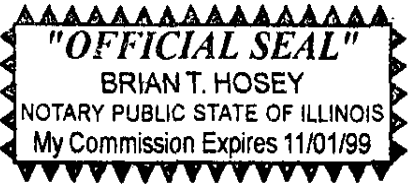
American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero as Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656

By: [Signature]
Name: EILEEN F. NEARY
Title: TRUST OFFICER

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that EILEEN F. NEARY, personally known to me to be the Trust Officer of American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero as Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656, and 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 in such capacity, Trust Officer signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero as Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656, for the uses and purposes therein set forth. GIVEN UNDER MY HAND and notarial seal on AUG 20 1998 1998.



[Signature]
NOTARY PUBLIC
My Commission Expires: [Signature]