

RECORDED
DU PAGE COUNTY*Blaney*

MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This Agreement made as of this 22nd day of August, 1988, by and between LASALLE NATIONAL BANK, as Trustee under the provisions of a Trust Agreement dated July 14, 1986 and known as Trust No. 110540 (the "Mortgagor"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Mortgagee"), and not individually

WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Mortgage dated December 8, 1986 as recorded December 9, 1986, in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R86-155786, as modified by Mortgage Modification Agreement dated July 29, 1988 and recorded as Document No. R88-088355 (the "Mortgage") to secure a Note of even date therewith in the original principal amount of \$16,000,000; and

WHEREAS, Mortgagor, Mortgagee and Westinghouse Credit Corporation ("WCC") have requested and agreed to an increase and extension of the subject loan,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to and do hereby amend the Mortgage as follows:

1. All references herein to the Note shall mean and include the Mortgage Note dated as of December 8, 1986 executed by Mortgagor to the order of Mortgagee, as amended by Note Extension Agreement dated July 7, 1988 and further amended by Note Modification and Extension Agreement dated as of August 22, 1988.

2. The Note Modification and Extension Agreement increases the principal sum of the Note from \$16,000,000 to \$17,150,000 and extends the Maturity Date from August 9, 1988, to January 10, 1989, subject to further extension as provided in the Note. Accordingly the Indebtedness Hereby Secured is increased to the principal sum of Seventeen Million One Hundred Fifty Thousand and No/100 Dollars (\$17,150,000.00) plus interest and all other sums which may be at any time due and owing or required to be paid under the Note or this Mortgage.

3. Mortgagee and Borrower, by virtue of Borrower's directing Mortgagee to sign this instrument, acknowledge and agree that the increase of \$1,150,000 in principal amount of the Loan shall be disbursed and used only as follows:

- (a) \$250,000 for real estate taxes now due and payable on the Premises; and
- (b) \$900,000 for the establishment of an interest reserve for payment of interest due on the Note.

4. The Mortgage, as hereby amended, is ratified and confirmed in all respects.

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DU PAGE, ILL.

5. This Mortgage Modification and Extension Agreement is executed by LaSalle National Bank, 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 in its individual capacity that it possess full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Mortgage Modification Agreement except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Mortgagee and by every person nor or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness Hereby Secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagor under any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured.

IN WITNESS WHEREOF, the parties have caused this Mortgage Modification Agreement to be duly executed and delivered the day and year first above written.

MORTGAGOR:

LASALLE NATIONAL BANK, not personally, but solely as Trustee as aforesaid

By: 

Asst. Vice President

MORTGAGEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,

By: 

Vice President

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Livingston Fairbank, Jr., Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

R88-095922

State of Illinois
County of Cook

SS:

I, EVELYN F. MOORE, a Notary Public in and for said County, in the State aforesaid,

Do Heroby Certify that CORINNE BEK Assistant Vice President of LaSalle National Bank, and RITA SLIMM WELTER

Assistant Secretary thereof, 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 said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his 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 24th day of August A.D. 1988

COMM. EXP. 8/9/89

Notary Public

STATE OF ILLINOIS)

SS

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 19th day of August, 1988, by Kathleen A. Griffin 2nd Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

Notary Public

My Commission Expires:

OFFICIAL SEAL
Sarah E. Cowlin
Notary Public, State of Illinois
My Commission Expires 3/11/92

P.I.N.s: 06-32-101-001

THROUGH

06-32-101-020

06-32-101-022

THRU-026

06-32-102-001

06-32-102-002

06-32-102-004 THRU 011

06-32-200-001

LF0295 08/18/88 1015

R88-95922

RECORDER
DU PAGE COUNTY*Barney*

MORTGAGE EXTENSION AGREEMENT

This Agreement made as of this 12th day of January, 1989, by and between LASALLE NATIONAL BANK, not personally but as Trustee under the provisions of a Trust Agreement dated July 14, 1986 and known as Trust No. 110540 (the "Mortgagor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Mortgagee"),

WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Mortgage dated December 8, 1986 as recorded December 9, 1986, in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R86-155786, as modified by Mortgage Modification Agreement dated July 29, 1988 and recorded as Document No. R88-088355 and by Mortgage Modification and Extension Agreement dated August 22, 1988 and recorded as Document R88-095922 (the "Mortgage") to secure a Note of even date therewith in the original principal amount of \$16,000,000; and

WHEREAS, Mortgagor, Mortgagee and Westinghouse Credit Corporation ("WCC") have requested and agreed to an increase and extension of the subject loan,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to and do hereby amend the Mortgage as follows:

1. All references herein to the Note shall mean and include the Mortgage Note dated as of December 8, 1986 executed by Mortgagor to the order of Mortgagee, as amended by Note Extension Agreement dated July 7, 1988, by Note Modification and Extension Agreement dated as of August 22, 1988, and by Note Extension Agreement dated January 12, 1989.

2. The Note Extension Agreement of even date herewith extends the Maturity Date from January 10, 1989 to April 30, 1989.

3. The Mortgage, as hereby amended, is ratified and confirmed in all respects.

4. This Mortgage Extension Agreement is executed by LaSalle National Bank, 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 in its individual capacity that it possess full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Mortgage Modification Agreement except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Mortgagee and by every person nor or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such

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foreclosure proceedings or other enforcement of the payment of the Indebtedness Hereby Secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagor under any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured.

IN WITNESS WHEREOF, the parties have caused this Mortgage Modification Agreement to be duly executed and delivered the day and year first above written.

MORTGAGOR:

LASALLE NATIONAL BANK, not personally, but solely as Trustee as aforesaid

Attest

[Signature]
Assistant Secretary

By:

[Signature]
Ass't. Vice President

MORTGAGEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,

By:

[Signature]
Vice President

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Livingston Fairbank, Jr., Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

LF0295 01/11/89 1501

06-32-101-001

Thru

06-32-101-020

06-32-101-022

Thru -026

06-32-102-001, -002

06-32-102-004

Thru -011

06-32-200-001

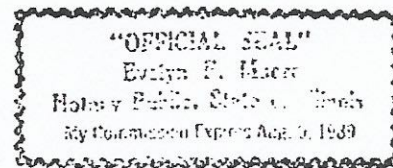
STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17th day of January, 1989, by Corinne Bel Assistant, Vice President of LASALLE NATIONAL BANK, acting as Trustee under Trust No. 110540.
 ✕ Rita Slimm Welter ASSISTANT SECRETARY

Jocelyn F. Snider
 Notary Public

My Commission Expires:

8-4-91



STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17th day of January, 1989, by Eugene P. Tunney, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

Sarah E. Cowlin
 Notary Public

My Commission Expires:

