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MID AMERICA BANK, fsb  
LOAN MODIFICATION AGREEMENT/ADDITIONAL ADVANCE

Loan Number: 501002024

Modification Fee: \$705.00

Purpose of Modification: To modify the original Mortgage to allow for an additional advance of funds; to provide an additional advance not to exceed the amount of \$25,522.04; to modify the Note to change the Interest Rate charged from 8.625% to 7.25% until the First Change Date; to modify the First Change Date from January 1, 2006 to December 1, 2008; to change the monthly principal and interest payment from \$382.42 to \$527.51; to change the Minimum Interest Rate from 8.625% to 7.25%.

Monthly Payment:	Principal & Interest	\$ 527.51
	Escrow	<u>255.17</u>
	Total Payment	\$ 782.68

This Loan Modification Agreement/Additional Advance (hereinafter referred to as "Modification") made and entered into this 15<sup>th</sup> day of December, 2001, by and between Mid America Bank, fsb of the County of DuPage and State of Illinois (hereinafter referred to as "Mid America") and Ada F Thomas, an unmarried person and George E Thomas, an unmarried person (hereinafter referred to as "Borrower" or "Borrowers") shall affect the property located at 7935-37 S Vernon Avenue, Chicago, Illinois 60619 and legally described as follows:

LOT 18 AND THE SOUTH 1/2 OF LOT 17 IN BLOCK 7 IN CHATHAM FIELD'S, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-34-201-012-0000

WHEREAS, Mid America has previously loaned the Borrowers the principal sum of Forty Seven Thousand and 00/100 Dollars (\$47,000.00) evidenced by a Note and Mortgage both dated December 8, 2000; said Mortgage having been recorded in the office of Recorder of Deed of Cook County, Illinois as Document Number 00974633 and said Note and Mortgage are incorporated into and made a part of this Modification;

WHEREAS, an Assignment of Leases and Rents was previously entered into by and between Mid America and Borrowers evidenced by an Assignment of Leases and Rents ("Assignment") dated December 8,

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2000; said Assignment having been recorded in the office of Recorder of Deeds of Cook County, Illinois as Document Number 00974634;

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note and Mortgage of said indebtedness;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is Forty Six Thousand Four Hundred Seventy Seven and 96/100 Dollars (\$46,477.96).
2. The Mortgage dated December 8, 2000 shall be modified to allow for an Additional Advance of funds not to exceed the amount of Twenty Five Thousand Five Hundred Twenty Two and 04/100ths Dollars (\$25,522.04).
3. Mid America will fund an Additional Advance of Twenty Five Thousand Five Hundred Twenty Two and 04/100ths Dollars (\$25,522.04), which shall increase the unpaid principal balance of said indebtedness to Seventy Two Thousand and 00/100 Dollars (\$72,000.00).
4. The Note and Mortgage, both dated December 8, 2000 shall be modified as follows:
  - (a) The interest rate on the loan identified in Item 4 of the Note shall be modified to equal 7.25% until the First Change Date, as herein revised.
  - (b) The principal and interest payment outlined in Item 3 (A) of the Note is hereby modified to be \$527.51. This amount may change pursuant to the terms of the Note.
  - (c) The First Rate Change Date as outlined in Item 4(A) of the Note shall be changed from January 1, 2006 to December 1, 2003.
  - (d) The Minimum Interest Rate charged on the loan as outlined in Item 4 (D) of the Note shall be 7.25%.
  - (e) The Maturity Date as defined in the Note and Mortgage will remain January 1, 2026.
  - (f) The Note shall continue to carry the prepayment penalty, as outlined in the Note, Item 8.
  - (g) The new modified payments will begin on the first day of each month beginning on January 1, 2002.
5. Borrower will keep and maintain all necessary books, records, and accounts relating to the Mortgaged Premises and the operation thereof, including the leases relating to the Mortgaged Premises. The books, records, and accounts to be maintained by the Borrower shall include, but shall not be limited to, financial statements of the Borrower, operating and expense statements relating to the Mortgaged Premises, and up to date rental records for the Mortgaged Premises, if applicable. At the written request of the Lender, the Borrower shall deliver any and all books, records and accounts to the Lender on January 1st and July 1st of each year during the term of this loan agreement. Borrower shall enter in such books of record and account full, true and correct entries in accordance with generally accepted accounting principles of all dealings and transactions relative to the Mortgaged Premises therein. Notwithstanding anything to the contrary contained herein, Lender may request, at any time, and the Borrower shall produce, any and all additional documents and records which it may reasonably request from the Borrower.
6. Borrower covenant and represent that they shall maintain and keep the Mortgaged Premises free at all times of any environmental violation, waste, hazard or damage, including toxic chemicals, asbestos, or gasoline, and that the Borrower shall provide any proof or tests required by the Lender that the Mortgaged Property is free from any environmental waste, hazard, or damage. Further, the Borrower represents that the Mortgaged Premises shall not violate any state or federal environmental statute, regulation or law. If at any time any soil test or any other environmental test of the Mortgaged Premises evidences environmental violations or dangers, the Borrower shall have a period of sixty (60) days to remedy said violation and deliver an updated test to Lender evidencing that the environmental violations or dangers have been removed. If the Borrower fails to remediate the environmental dangers evidenced by the

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requisite soil or environmental test within sixty (60) days or if any other environmental violation, waste, hazard, or damage occurs on the Mortgaged Premises, said environmental violation, waste, hazard or damage shall be considered an Event of Default under the terms of the Mortgage, and the Lender shall have the right, at its option, but shall have no obligation, to cure any environmental violation, waste, hazard or damage on behalf of the Borrower, and any and all amounts advanced by the Lender hereunder shall become an additional indebtedness of the Borrower under the original Note, and interest shall accrue on said amounts advanced by the Lender at the Default Rate as set forth in the Note. Any amounts advanced by the Lender under this paragraph, plus interest thereon, shall be immediately due and payable by the Borrower.

The Lender shall have the right, at its discretion, to direct the Borrower to conduct environmental tests upon the Mortgaged Premises at the Borrowers expense and to provide the Lender with updated test reports detailing the results of the environmental tests. Upon receipt of a request for an environmental test from the Lender, the Borrower shall have a period of thirty (30) days to provide the Lender with the results of the requisite environmental test. Any failure of the Borrower to conduct any environmental test requested by the Lender, or to provide the Lender with test results, shall be considered an Event of Default under the terms of the Mortgage.

The Borrower agrees that, in addition to its representations provided in this paragraph 6, it shall, at its own expense, comply with any operation or management plan proposed by any state or federal agency for the removal of asbestos from the Mortgaged Premises. The failure of the Borrower to comply with this paragraph 6 shall be considered an Event of Default under the Mortgage.

- 7. It is agreed that all sums owed under this Note will be paid no later than January 1, 2026 (the "Maturity Date") and the Maturity Date under all the Loan Documents will be deemed January 1, 2026. To the extent the terms, conditions and provisions of this Modification Agreement differ from or are inconsistent with the Note, Mortgage and other Loan Documents executed by the Borrower, the terms, conditions and provisions of this Modification shall control and govern.

In all respects, said Note and Mortgage shall remain in full force and effect, and the undersigned promises to pay said indebtedness as herein stated and to perform all of the obligations of said Mortgage contract, as herein revised.

Executed, sealed and delivered in triplicate this 19 day of December, 2001.

AS TO THE BORROWERS:

Ada F Thomas

George E Thomas

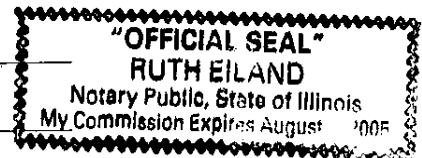
STATE OF ILLINOIS )
COUNTY OF COOK )SS

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that Ada F Thomas, an unmarried person and George E Thomas, an unmarried person are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 19 DAY OF DECEMBER, 2001.

Notary Public: Ruth Eiland

My Commission Expires:



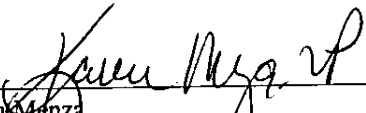
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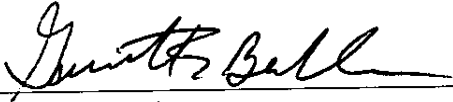
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AS TO THE LENDER:

MID AMERICA BANK, fsb:

  
\_\_\_\_\_  
Karen Menza  
Vice President

  
\_\_\_\_\_  
Garrett E. Buhle  
Vice President

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF DUPAGE )

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Karen Menza personally known to me to be the Vice President of MidAmerica Bank, fsb a national banking corporation and Garrett E. Buhle, Vice President of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice Presidents they signed and delivered the said instrument as the Vice Presidents of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF NOVEMBER, 2001.

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

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

*Notary Public of Cook County Clerk's Office*

THIS INSTRUMENT PREPARED BY:  
KENNETH KORANDA, PRESIDENT  
MIDAMERICA BANK, fsb  
1823 CENTRE POINT CIRCLE, P.O. BOX 3142  
NAPERVILLE, ILLINOIS 60566