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**MODIFICATION AGREEMENT AND
AMENDMENT TO INSTALLMENT NOTE AND TRUST DEED**

This Modification Agreement and Amendment to Installment Note and Trust Deed (this "Agreement") is made and entered into on this 16th day of October, 2002, by and between Chicago Title Land Trust Company, Successor to Chicago Title and Trust Company, an Illinois corporation, ("Trustee"), LaSalle Bank National Association as successor to American National Bank and Trust Company of Chicago, Illinois, as Trustee under Trust Agreement dated June 13, 1996 and known as Trust No. 5060AH ("Borrower"), and DONALD TROUT and ELAINE TROUT, of Mt. Prospect, Illinois ("Holder").

RECITALS

This Agreement is based upon the following recitals:

A. Borrower made an Promissory Note (the "Note") dated June 21, 1996, in the original principal amount of Three Hundred Ninety Thousand (\$390,000.00) dollars payable to Holder evidencing a loan (the "Loan") in the principal amount of the Note;

B. To secure the repayment of the Loan, Borrower provided a trust deed (the "Trust Deed") to Trustee dated June 21, 1996 encumbering, inter alia, certain personal property described in the Trust Deed and real property legally described as follows:

Parcel 1: That part of Lot One in OAK TRAILS, a planned unit development of part of Lot 6 in Leverenz Brothers Subdivision and part of the East 1/2 of the Southeast 1/4 of Section 9, Township 41 North, Range 12 East of the 3rd Principal Meridian, the plat of said planned unit development having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 11, 1989 as Document No. 89015524, bounded by a line described as follows:

Commencing at the southwest corner of said Lot One; thence North 90 degrees 00 minutes 00 seconds East along the South line of said lot, a distance of 66.53 feet; thence North 01 degree 35 minutes 00 seconds East along a line parallel with the West line of said lot, a distance of 33.02 feet for a place of beginning of that parcel of land to be described; thence continuing North 01 degree 35 minutes 00 seconds East, 64.67 feet; thence South 88 degrees 25 minutes 00 seconds East, 48.0 feet; thence South 01 degree 35 minutes 00 seconds West, 64.67 feet; thence North 88 degrees 25 minutes 00 seconds West, 48.0 feet to the place of beginning.

Parcel 2: Easement for Ingress and Egress appurtenant to and for the benefit of the above as set forth and defined in that "Declaration of Easements and Covenants" recorded December 15, 1989 as Document No. 89600283

Pin: 09-09-401-082-0000
Property Address: 376 Oak Trail, Des Plaines, IL

The Trust Deed was recorded June 26, 1996 as Document No. 96493213 with the Recorder of Deeds of Cook County, Illinois;

C. Under the provisions of the Note and Trust Deed, all principal and any accrued and unpaid interest was due and to be paid in full on July 1, 2001.

D. On May 31, 2001, the parties executed a Modification Agreement and Amendment to Installment

BOX 333-CT

PRE-BILLED TO RELEASE DEPARTMENT

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Note and Trust Deed, which document was recorded on July 5, 2001 with the Recorder of Deeds of Cook County Illinois as document number 0010591493 (the "First Modification") wherein the interest rate on the note was adjusted, the due date of the final payment was extended to June 1, 2008, and the penalty for prepayment was removed. The Note and Trust Deed as modified by the First Modification are hereinafter collectively referred to as the "Existing Loan Documents".

E. Borrower has requested that the note and trust deed be modified to accelerate the date of the final payment of all principal and interest to October 31, 2007, and the Holder of the Note will consent to such acceleration and modification. Borrower has further requested that the interest rate on the amount due under the Note hereafter be set at 5 7/8% and that the Note be amortized over 24 years from the date hereof. In addition the Borrower has agreed to adding a penalty for prepayment has hereinafter set forth. The Holder has consented to such modifications

AGREEMENTS

Now therefore in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree to enter into this Agreement to, in part, modify and amend the Existing Loan Documents upon the following terms and conditions, and the same are hereby so modified and amended:

1. Amendment to Existing Loan Documents. Notwithstanding the date of this Agreement, effective as of November 1, 2002 (the "Effective Date"):

A. Amendment of the Note. The Note is hereby amended as follows:

- (1) On November 1, 2002, a payment of \$2,294.17, representing interest only, shall be due.
- (2) for the period from November 1, 2002, through and including October 31, 2007, the interest rate on the Note is reduced to five and seven-eighths per cent (5 7/8%) per annum.
- (3) Commencing on November 1, 2002, through September 31, 2007, the amount of the monthly installment payments of principal and interest shall be reduced to Two Thousand Five Hundred Six and 54/100 (\$2,506.54) dollars. A final payment of all remaining principal and all interest, if not sooner paid, shall be due on October 1, 2007.

(4) The following is added as special provision 4 of the Note:

"4. Maker may only prepay all or any portion of the principal of this note once during any calendar year. In the event of any such prepayment, maker shall, at the time of such prepayment, pay to the holders of the note a prepayment penalty of the following per centage of the amount of such prepayment:

<u>Full or Portion of Full Years Remaining until Balloon Payment</u>	<u>Per Centage of Prepayment Penalty</u>
5 years	3%
4 years	2%
3 years or less	1 1/2%"

B. Amendment of the Trust Deed. The Trust Deed is hereby amended as follows:

- (1) On November 1, 2002, a payment of \$2,294.17, on the note secured by this trust deed representing interest only, shall be due.
- (2) for the period from November 1, 2002, through and including October 31, 2007, the interest rate on the Note secured by this trust deed is reduced to five and seven-eighths per cent (5 7/8%) per annum..
- (3) Commencing on November 1, 2002, through September 1, 2007, the amount of the monthly installment payments of principal and interest shall be reduced to Two Thousand Five Hundred Six and 54/100 (\$2,506.54) dollars. A final payment of all remaining principal and all interest, if not sooner paid,

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shall be due on October 1, 2007.

(4) The following is added as special provision 5 of the Trust Deed:

"5. Mortgagor may only prepay all or any portion of the principal of the note secured by this trust deed once during any calendar year. In the event of any such prepayment, mortgagor shall, at the time of such prepayment, pay to the holders of the note secured by this trust deed a prepayment penalty of an amount equal to the following percentage of such prepayment:

Full or Portion of Full Years Remaining until Balloon Payment	Per Centage of Prepayment Penalty
5 years	3%
4 years	2%
3 years or less	1 1/2%"

2. **Reaffirmation of Warranties and Representations.** Each and every warranty, representation and covenant of Borrower made in connection with the Existing Loan Documents and not modified by this instrument are hereby reasserted and reaffirmed to Trustee and the Holder as true, correct and complete as of the date hereof.

The foregoing warranties, representations and covenants shall survive the execution and delivery of this Agreement, and shall be true, correct and complete and shall remain so until the full amount of the indebtedness and obligations of Borrower under the Note and Trust Deed are paid in full.


3. **Controlling Agreement.** In the event of a conflict in the terms of this Agreement and any of the Existing Loan Documents, the terms of this Agreement shall apply.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be effective as of September 1, 2002.

BORROWER:

LaSalle Bank National Association as successor to American National Bank and Trust Company of Chicago, Illinois, as Trustee under Trust Agreement dated June 13, 1996 and known as Trust No. 5060AH and not personally

HOLDER:

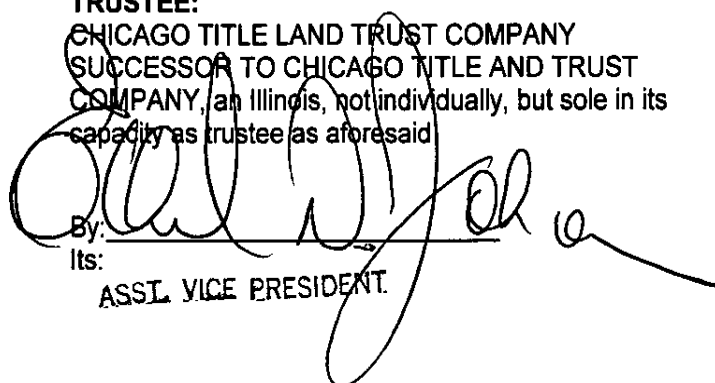

DONALD TROUT

By _____
SEE RIDER ATTACHED FOR SIGNATURE OF TRUSTEE AND NOTARY ACKNOWLEDGMENT


ELAINE TROUT

TRUSTEE:

CHICAGO TITLE LAND TRUST COMPANY
SUCCESSOR TO CHICAGO TITLE AND TRUST
COMPANY, an Illinois, not individually, but sole in its
capacity as trustee as aforesaid


By: _____
Its: ASST. VICE PRESIDENT



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**RIDER ATTACHED TO AND MADE A PART OF MODIFICATION AGREEMENT
AND AMENDMENT TO INSTALLMENT NOTE AND TRUST DEED
DATED OCTOBER 16, 2002 FOR TRUST NO. 5060-AH**

This instrument is executed by LaSalle Bank National Association, not personally but as Trustee under Trust No. 5060-AH in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association, are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association, by reason of anything contained in said instrument, or in any previously executed, whether or not executed by said LaSalle Bank National Association, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LaSalle Bank National Association, personally or as said Trustee, to sequester the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof, but so far as said Trustee and its successors and said LaSalle Bank National Association personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note, or by action to enforce the personal liability of the guarantor, if any.

In the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

LASALLE BANK NATIONAL ASSOCIATION
as Trustee under Trust No. 5060-AH
and not individually.

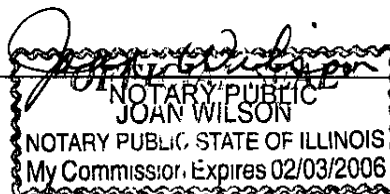
By: 
Annette N. Brusca, Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, do hereby certify that Annette N. Brusca, Vice President of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, respectively, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her 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 Vice President did also then and there acknowledge that she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal to said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the purposes therein set forth.

Given under my name and notarial seal this 16th day of October, 2002.

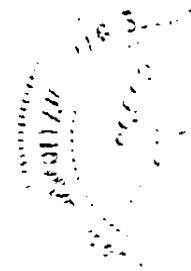
My Commission Expires:



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State of Illinois)
County of Cook)

SS I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, an officer of LaSalle Bank, N.A., personally appeared before me and acknowledge that he signed and delivered said instrument as free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal this _____ day of _____, 2002

My commission expires: _____

Notary Public

State of Illinois)
County of Cook)

SS I, the undersigned, a Notary Public, in and for the state and County aforesaid, DO HEREBY CERTIFY that DONALD TROUT and ELAINE TROUT personally appeared before me this 28th day of October, 2002, and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal this 28 day of October, 2002.

"OFFICIAL SEAL"
MICHAEL A. ZELMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/17/2004

My commission expires: _____

Michael A. Zelman
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

SS I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ~~_____~~ the ASSISTANT VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ own free and voluntary act and as the free and voluntary act of said Chicago Title and Trust Company, not individually, but solely in its capacity as trustee, for the uses and purposes therein set forth. Given under my hand and Notarial seal this _____ day of _____, 2002.

My commission expires: _____

Laverne Lawrence
Notary Public

"OFFICIAL SEAL"
LAVERNE LAWRENCE
Notary Public, State of Illinois
My Commission Expires 3/22/08


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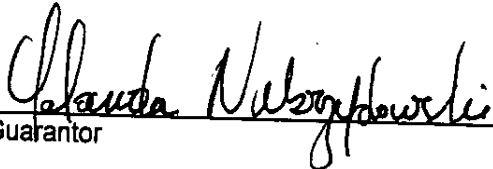
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Consent of Guarantor

On September 11, 1997, The undersigned executed and delivered a personal guaranty whereby the undersigned have jointly and severally personally guaranteed to DONALD TROUT and ELAINE TROUT the full payment and satisfaction of the above described Promissory Note and Trust Deed. The undersigned do hereby consent to the foregoing extension agreement and the modifications to the Promissory Note and Trust Deed contained therein including, without limitation, the adjustment of interest rate, adjustment of payment schedule and waiver of the prepayment penalty. The undersigned further acknowledge that following the execution of this agreement by all parties the aforesaid guaranty shall remain in full force and effect and enforceable in accordance with its terms.

Dated: 10/24/02


Guarantor


Guarantor

This document was prepared by:
MICHAEL A. ZELMAR
WICZER & ZELMAR, LLC
500 Skokie Blvd., Suite 350
Northbrook, Illinois 60062
Telephone: 847/849-4800

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