0 3 5 9 7 / 03035397

EXTENSION AND/OR MODIFICATION AGREEMENT

NOTE: This Agreement reflects AN ADDITIONAL ADVANCE OF $1,000,000.00.

THIS AGREEMENT made November 10, 1993 by and between EDGEWOOD BANK, an Illinois Banking Corporation, not personally, but as Trustee (the "Trustee") under Trust Agreement dated June 23, 1993, and known as Trust No. 490 (the "Trust"), representing itself to be the Debtor (the "DEBTOR") and the owner of the real estate described below, and EDGEWOOD BANK, an Illinois Banking Corporation, (the "BANK").

WITNESSETH: 03035397

WHEREAS, the BANK is the holder of a Secured Promissory Note, dated June 30, 1993, for $550,000.00 (the "Note") executed by the Trustee under the Trust; and

WHEREAS, the Note is secured by a Trust Deed (the "Trust Deed") in the nature of a mortgage dated June 30, 1993, made by the DEBTOR and recorded in the Office of the Recorder of Deeds of Cook County on July 7, 1993 as Document No. 93519903 on the real estate hereinafter described:

PARCEL 1:
LOT 1 AND 2 OF HANSEN'S RESUBDIVISION OF LOT 1 IN EINODER'S SOUTHWEST HIGHWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 24,639,676 AND CORRECTED BY DOCUMENT NUMBER 24,694,676, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS SET FORTH IN GRANT OF EASEMENTS RECORDED JANUARY 3, 1984 AS DOCUMENT 26,915,649 OVER AND ALONG THE EASTERLY 390.52 FEET OF THE STRIP OF LAND MARKED "PRIVATE ROAD" AS SHOWN ON PLAT OF HANSEN'S RESUBDIVISION OF LOT 1 IN EINODER'S SOUTHWEST HIGHWAY SUBDIVISION RECORDED AS DOCUMENT 25,852,129 AND AS SHOWN ON PLAT OF EINODER'S SOUTHWEST HIGHWAY SUBDIVISION, RECORDED SEPTEMBER 22, 1978 AS DOCUMENT 24,639,676, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

03035397

COMMONLY KNOWN AS: 11730 SOUTHWEST HIGHWAY, PALOS HEIGHTS, ILLINOIS 60463

P.I.N.: 23-24-300-110 (AFFECTS LOT 1)
23-24-300-111 (AFFECTS LOT 2)

RECORDING $31.00
T40000 TRAN 5606 12/17/93 12:02:00
$6755 $ *-93-035397
COOK COUNTY RECORDER

WHEREAS, payment of the Note is guaranteed by the Guaranty dated June 30, 1993 of Walter H. Fuller, Donald L. Fuller, Douglas A. Fuller, and Kenneth W. Fuller, (the "Guarantors"); and

WHEREAS, DEBTOR is indebted to BANK under the Note and desires to modify the Note and to extend the time of payment thereunder, subject, however, to the condition that BANK be able to obtain, from a title company satisfactory to it, a Date Down and/or Special Endorsement to the existing loan policy insuring its loan secured by the Trust Deed, which Endorsement shall (1) cover the recording of this Agreement, and (2) insure to the satisfaction of the BANK, the continuity of the superiority of the BANK's existing lien as hereinafter provided;

EXONERATION PROVISIONS RESTRICTING ANY LIABILITY OF EDGEWOOD BANK AFFIXED HERETO, HEREBY EXPRESSLY MADE A PART HEREOF.

BOX 15 3108

WHEREAS, there is an unpaid balance on the Note of $550,000.00 as of November 10, 1993, bearing interest as provided in the Note;

NOW, THEREFORE, IT IS AGREED, that in consideration of the premises and the promises herein contained, and of the sum of One Dollar ($1.00) duly paid to the BANK, it is hereby mutually covenanted and agreed that the terms of the Note and Trust Deed be and the same are hereby extended and/or modified as follows:

1. The amount remaining unpaid on the indebtedness is $1,550,000.00 (the "Remaining Indebtedness"). The Remaining Indebtedness INCLUDES AN ADDITIONAL ADVANCE OF $1,000,000.00.

2. Said Remaining Indebtedness shall be paid on or before June 30, 1999.

3. DEBTOR, in consideration of such extension, promises and agrees to pay the principal and interest as provided in the Note and Trust Deed as modified below, until the Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on June 30, 1999.

4. Debtor agrees to pay the Remaining Indebtedness plus interest (computed on the actual number of days elapsed on the basis of a 360-day year) on any and all principal amounts remaining unpaid hereunder from October 30, 1993, until maturity, at a fluctuating rate per annum equal to the prime interest rate of Edgewood Bank, Countryside, Illinois (herein referred to as "Prime Rate" as that term is defined in the Note). Interest only shall be payable monthly, commencing with November 30, 1993, and on the 30th day of each and every month thereafter (the last day of the month in the case of February) until June 30, 1994. On the 30th of July, 1994, and on the 30th day of each and every month thereafter (the last day of the month in the case of February) a principal payment of $6,458.33, or more, shall be payable, together with interest as provided for in the preceding sentence, except that the final payment of principal and interest, if not sooner paid, shall be due on June 30, 1999. The principal of each of said installments unless paid when due shall bear interest at the Prime Rate PLUS Three per cent (3.00%)per annum.

5. This Agreement is supplementary to said Note and Trust Deed. All of the provisions of the Note and Trust Deed shall remain in full force and effect except as herein specifically modified. DEBTOR and Guarantors, in consideration of the granting of this extension and/or modification, covenant and agree to pay and comply with the terms and conditions of the Note and Trust Deed as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

6. This Agreement is subject to the condition that BANK be able to obtain from a title company satisfactory to it, a Date Down and/or Special Endorsement to the existing loan policy covering the Trust Deed, which Date Down and/or Special Endorsement shall (1) cover the recording of this Agreement, and (2) insure to the satisfaction of the BANK the superiority and adequacy of BANK's existing lien as herein extended and/or modified. In the event such title company will not issue a Date Down and/or Special Endorsement as provided herein, this Agreement shall be immediately null and void, *ab initio*, upon the recording of a Declaration of Revocation in the form attached hereto as Exhibit A executed by the parties hereto.

7. The word "Trust Deed" shall mean "Mortgage", and vice versa, whenever applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Extension and/or Modification Agreement to be duly executed as of the day and year first above written.

***** There Is A "Balloon" Payment Under This Instrument. *****
***** All Principal And Interest Are Due No Later Than June 30, 1999. *****

DEBTOR: EDGEWOOD BANK, *as Trustee aforesaid and not personally,*

By: Constance Malmquist
(Trust Officer) (~~Vice President~~)

ATTEST:
Julie Kuck
(Assistant) Secretary

This Instrument Is Executed By EDGEWOOD BANK, Not Personally But Solely As Trustee, Under The Provisions Of A Deed Or Deeds In Trust Duly Recorded And Delivered To EDGEWOOD BANK In Pursuance Of A Trust Agreement Dated June 23, 1993 And Known As Trust No. 490, In The Exercise Of The Power And Authority Conferred Upon And Vested In It As Such Trustee. All The Terms, Provisions, Stipulations, Covenants And Conditions To Be Performed Hereunder (Whether Or Not The Same Are Expressed In Terms Covenant, Promises Or Agreements) By EDGEWOOD BANK Are Undertaken By It Solely As Trustee As Aforesaid, And Not Individually And No Personal Liability Shall Be Asserted Or Be Enforceable Against EDGEWOOD BANK By Reason Of Any Of The Terms, Provisions, Stipulations, Covenants And Conditions Contained In This Instrument.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Constance Malmquist and Julie A. Kuck, personally known to me to be the persons whose names are respectively, as (Trust Officer) (~~Vice President~~) and Assistant Secretary of EDGEWOOD BANK, an Illinois Banking Corporation, as Trustee as aforesaid, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal November 10, 1993.

Mary Owens
Notary Public

OFFICIAL SEAL
MARY OWENS
Notary Public, State of Illinois
My Commission Expires 06/22/97

EXONERATION PROVISIONS RESTRICTING ANY LIABILITY OF EDGEWOOD BANK AFFIXED HERETO, HEREBY EXPRESSLY MADE A PART HEREOF.

OFFICIAL SEAL
MARY OWENS
Notary Public, State of Illinois
My Commission Expires 09/09/97

BANK: Edgewood Bank, an Illinois Banking Corporation

ATTEST:

By: _____ (Trust Officer) (Vice President)

_____ (Assistant) Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the persons whose names are respectively, as Vice President and Assistant Secretary of EDGEWOOD BANK, an Illinois Banking Corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the 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 the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said BANK, caused the corporate seal of said BANK to be affixed to said instrument as said Assistant Secretary's 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 November 10, 1993.

_____
Notary Public

OFFICIAL SEAL
MARY . OWENS
Notary Public, State of Illinois
My Commission Expires 06/22/97

EXONERATION PROVISIONS RESTRICTING ANY LIABILITY OF EDGEWOOD BANK AFFIXED HERETO, HEREBY EXPRESSLY MADE A PART HEREOF.

GUARANTORS:

The undersigned, Walter H. Fuller, Donald L. Fuller, Douglas A. Fuller, and Kenneth W. Fuller, as beneficiaries under said Trust Agreement dated June 23, 1993 with EDGEWOOD BANK as Trustee and known as Trust No. 490, and as Guarantors under Guaranty dated June 30, 1993, hereby: (i) assume and agree to pay the amount remaining unpaid on the Note; (ii) consent and agree to the terms of this Extension and/or Modification Agreement and direct the Trustee to execute the same; and (iii) agree that the Guaranty dated June 30, 1993 extends to the terms and provisions of this Extension and/or Modification Agreement as the same apply to the Note and the Trust Deed.

Dated November 10, 1993.

***** There Is A "Balloon" Payment Under This Instrument. *****
***** All Principal And Interest Are Due No Later Than June 30, 1999. *****

Walter H. Fuller

Donald L. Fuller

Douglas A. Fuller

Kenneth W. Fuller

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Walter H. Fuller, Donald L. Fuller, Douglas A. Fuller and Kenneth W. Fuller, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal November 10, 1993.

Notary Public

OFFICIAL SEAL
KELLY L. ANDREWS
Notary Public, State of Illinois
My Commission Expires 01-12-97

THIS INSTRUMENT WAS PREPARED BY:

William H. Pokorny, Jr.
Pokorny & Associates, Limited
100 West Plainfield Road, Suite 205
La Grange, Illinois 60525-2860

MAIL TO:

William H. Pokorny, Jr.
Pokorny & Associates, Limited
100 West Plainfield Road, Suite 205
La Grange, Illinois 60525-2860

Box 15

EXONERATION PROVISIONS RESTRICTING ANY LIABILITY OF EDGEWOOD BANK AFFIXED HERETO, HEREBY EXPRESSLY MADE A PART HEREOF.

OFFICIAL SEAL
NELLY L. ANDREWS
Notary Public, State of Illinois
My Commission Expires 01-12-97

DO NOT SIGN THIS COPY

Exhibit A

Declaration Of Revocation Of Modification And Extension Agreement

THE UNDERSIGNED, pursuant to the provisions of that certain Extension and/or Modification Agreement dated November 10, 1993 and recorded on _____ in the Recorder's Office of Cook County (which Extension and/or Modification Agreement affects the real estate described therein), hereby revoke said Extension and/or Modification Agreement in its entirety and declare that the same shall be and is hereby null and void *ab initio* (or as of November 10, 1993).

DATED at Countryside, Illinois, November 10, 1993.

DEBTOR: EDGEWOOD BANK, as Trustee as set forth below, and not personally,

ATTEST:

By:_____ _____

(Trust Officer) (Vice President) (Assistant) Secretary

This Instrument Is Executed By EDGEWOOD BANK, Not Personally But Solely As Trustee, Under The Provisions Of A Deed Or Deeds In Trust Duly Recorded And Delivered To EDGEWOOD BANK In Pursuance Of A Trust Agreement Dated June 23, 1993 And Known As Trust No. 490, In The Exercise Of The Power And Authority Conferred Upon And Vested In It As Such Trustee. All The Terms, Provisions, Stipulations, Covenants And Conditions To Be Performed Hereunder (Whether Or Not The Same Are Expressed In Terms Covenant, Promises Or Agreements) By EDGEWOOD BANK Are Undertaken By It Solely As Trustee As Aforesaid, And Not Individually And No Personal Liability Shall Be Asserted Or Be Enforceable Against EDGEWOOD BANK By Reason Of Any Of The Terms, Provisions, Stipulations, Covenants And Conditions Contained In This Instrument.

EXONERATION PROVISIONS RESTRICTING ANY LIABILITY OF EDGEWOOD BANK AFFIXED HERETO, HEREBY EXPRESSLY MADE A PART HEREOF.