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<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p> <p>Stahl Cowen Crowley LLC 55 West Monroe Street Suite 500 Chicago, Illinois 60603 Attn: Jeffrey J. Stahl, Esq.</p>	 <p>Doc#: 0415349041 Eugene "Gene" Moore Fee: \$46.00 Cook County Recorder of Deeds Date: 06/01/2004 09:51 AM Pg: 1 of 12</p>
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LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is made and entered into as of the 19th day of April, 2004, by and between **Napleton Investment Partnership, LP, an ~~Illinois~~ limited partnership**, having an address at 17W240 22nd Street, Suite 312, Oakbrook Terrace, Illinois 60181 ("New Borrower"), Edward F. Napleton and The Edward F. Napleton Revocable Self-Declaration of Trust, dated October 1, 1992 (each individually referred to as the "Guarantor" and together as the "Guarantors") and **Oak Brook Bank ("Lender")**, having an address at 1400 West Sixteenth Street, Oak Brook, Illinois 60523.

*Delaware

RECITALS

FIRST MIDWEST BANK
AS SUCCESSOR TRUSTEE TO

A. On February 3, 1999, Lender made a loan to First Midwest Trust Company as Successor Trustee to Heritage Bank, not personally, but as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 87-3073 ("Trust"), having an address at 17500 South Oak Park Avenue, Tinley Park, Illinois 60477, whose beneficiary is Edward F. Napleton (the "Beneficiary") (Trust and Beneficiary being referred to in the aggregate as "Original Borrower") in the original principal amount of One Million Two Hundred Thirty Seven Five Hundred and No/100 Dollars (\$1,237,500.00), (the "Loan") evidenced by that certain Promissory Note dated as of February 3, 1999 (the "Note").

B. The indebtedness evidenced by the Note is secured by, among other documents, the following:

- (i) Mortgage dated as of February 3, 1999, granted by Original Borrower to Lender and recorded on February 9, 1999 in the Office of the Cook County Recorder of Deeds as Document No. 99136472 encumbering the Property (the "Mortgage");
- (ii) Assignment of Rents and Leases, granted by Mortgagor to Lender, dated as of February 3, 1999 and recorded February 9, 1999 as Document No. 99136473 in the Office of the Cook County Recorder of Deeds with respect to the Property (the "Assignment of Rents and Leases");
- (iii) Assignment of Beneficial Interest for Collateral Purposes and Irrevocable Right to Approve Trust Documents dated as of February 3, 1999 (the "ABI") made by Beneficiary; and

PREMIER TITLE

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- (iv) Loan Agreement dated as of February 3, 1999 made by Mortgagor and Beneficiary to and for the benefit of Lender (the "Loan Agreement").
- (v) Guaranty dated as of February 3, 1999 made by Guarantors (as hereinafter defined) to and for the benefit of Lender (the "Guaranty").

The Note, Mortgage and Assignment of Leases, together with all other documents evidencing or securing the Loan, as amended, including this Agreement are sometimes hereinafter collectively referred to as the "Loan Documents."

C. The Mortgage constitutes a valid first lien on that certain parcel of land located in the State of Illinois and legally described on Exhibit A attached hereto and made a part hereof ("Property").

D. Original Borrower simultaneously herewith, has transferred all of its right, title and interest in the Property to New Borrower. As consideration for Lender's approval of said transfer, Original Borrower and New Borrower have agreed to enter into this Loan Modification Agreement whereby New Borrower has agreed to assume all of Original Borrower's obligations and requirements under the Loan Documents and Original Borrower executes this Agreement to evidence its acknowledgement of the terms and provisions of this Agreement.

E. Lender is willing to provide the modification set forth above in Recital E provided: (a) the Loan Documents, and any and all modifications thereto, and the liens of any of the foregoing, as amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which they apply and to the extent that said lien had immediately prior to the execution and delivery of this Agreement; (b) that no such amendment or modification shall constitute a waiver by Lender of any default by Original Borrower under any of the Loan Documents; and (c) the New Borrower complies with and fulfills all of the obligations and requirements of the Original Borrower set forth under the Loan Documents and all of the obligations and requirements set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Borrower, Original Borrower and Lender hereby mutually agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this Agreement.

2. Modification of Loan Documents. The terms and provisions of the Loan Agreement and all other Loan Documents are hereby amended and modified to provide that all obligations and requirements of Original Borrower (defined in the Loan Documents as "Borrower") are hereby assigned to New Borrower, and New Borrower hereby agrees to assume all obligations and requirements under the Loan Documents.

3. Reaffirmation of Note and other Loan Documents. Original Borrower, New Borrower and Guarantors hereby acknowledge and reaffirm their obligations under the Note and the other Loan Documents and the indebtedness evidenced thereby, and acknowledge and agree that such indebtedness is owing to the Lender and is enforceable against the New Borrower and Guarantors in accordance with the terms of the Note and the other Loan Documents as modified and amended by this Agreement, subject to no defenses, counterclaims, deductions or set-offs whatsoever.

4. Reaffirmation of Representations and Warranties. New Borrower, Original Borrower and

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Guarantors hereby acknowledge and reaffirm that all the representations and warranties of Original Borrower, New Borrower and Guarantors as stated in the Loan Documents are true and correct as of the date hereof.

5. Title Insurance. As a condition precedent to Lender's agreement to modify the Loan Documents in accordance with the terms of this Agreement, New Borrower shall: (i) cause this Agreement to be promptly recorded with the Recorder's Office of Cook County, Illinois, (ii) provide Lender with a date down endorsement to Lender's policy of title insurance on the Property which was issued by Premiere Title Company and known as Policy No.71 0099 107 00008735, which shall reflect the New Borrower as the property owner and is free and clear of any and all liens except for those accepted by Lender in the initial policy, and (iii) pay a fee for the expenses in 6 below to Lender.

6. Expenses. New Borrower shall be solely responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Documents provided for in this Agreement, including, without limitation, document preparation fees, recording fees and title insurance charges.

7. Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Documents shall in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Agreement, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Agreement.

8. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Lender, New Borrower and Original Borrower, and no other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

9. Conflicts. The provisions of this Agreement shall govern and control in the event of any conflict between this Agreement and the provisions of any of the Loan Documents.

10. Entire Agreement. Except as expressly set forth herein, this Agreement and the Loan Documents constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written, with respect to such matters.

11. Effect of Agreement. Except as specifically amended or modified by the terms of this Agreement, all terms and provisions of each of the Loan Documents shall remain in full force and effect. Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to, or extensions of the Loan.

12. Governing Law. This Agreement shall be governed by and be construed in accordance with the internal laws of the State of Illinois.

13. Captions. The title of this Agreement and the headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

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14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NEW BORROWER:

NAPLETON INVESTMENT PARTNERSHIP, LP,
an Illinois limited partnership
~~an Illinois~~
~~* Delaware~~

By: Napleton Management Company, LLC,
~~an Illinois~~
~~* Delaware~~ limited liability company

Its: General Partner

By: The Edward F. Napleton Revocable
Self-Declaration of Trust a/t/d 10/1/1992

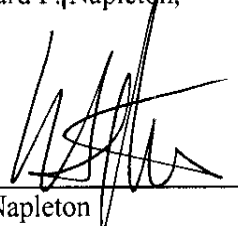
Its: Manager

By: 
Name: Edward F. Napleton,
Its: Trustee

GUARANTOR:


The Edward F. Napleton Revocable Self-Declaration
of Trust a/t/d 10/1/1992

By: 
Name: Edward F. Napleton,
Its: Trustee


Edward F. Napleton

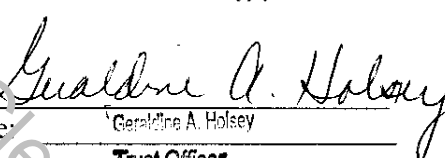
LENDER:

OAK BROOK BANK

By: 
Its: EVV

ORIGINAL BORROWER:

~~First Midwest Bank~~
First Midwest Bank, not individually,
but as trustee aforesaid, ~~with~~ with 87-3073

By: 
Name: Geraldine A. Halsey
Title: Trust Officer



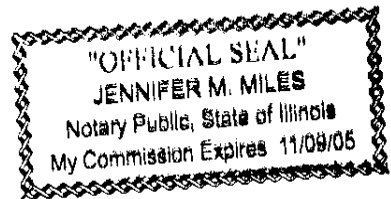
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STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, a notary public, in and for and residing in DuPage County, in the State aforesaid, do hereby certify that Glenn Krietsch, the EVP of OAK BROOK BANK, personally known to me to be the same person whose name is subscribed on the foregoing instrument as such, appeared before me this day in person and being first duly sworn by me, acknowledged that they signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 19th day of April, 2004.

Jennifer M Miles
Notary Public



My commission expires: _____

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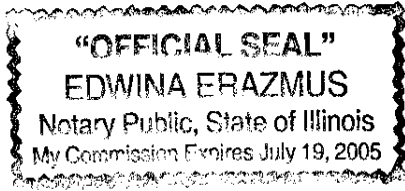
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Edwina Erazmus a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Edward F. Napleton, as Trustee of the Edward F. Napleton Revocable Self Declaration of Trust, dated October 1, 1992, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19 day of April, 2004.

Edwina Erazmus
Notary Public

My Commission expires: 7-19-05



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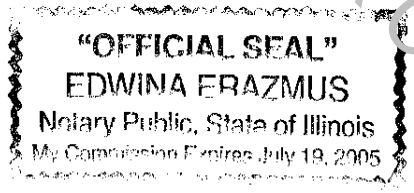
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Edwina Erazmus, a Notary Public, in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that EDWARD F. NAPLETON is personally known to me to be the same person
whose name is subscribed to the foregoing instrument and appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19 day of April, 2004.

Edwina Erazmus
Notary Public

My Commission expires: 7-19-05



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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Martha A Kimzey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Geraldine A and Holsey of **FIRST MIDWEST TRUST COMPANY, TRUSTEE U/T/A/D July 1, 1987 A/K/A/T/N 87-3073** who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, each appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of April, 2004.

Martha A Kimzey
Notary Public

My Commission Expires:

June 5, 2008



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1

THAT PART OF LOT 1 IN RIVER OAKS WEST UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 24 AND THAT PART OF LOT 1 LYING NORTH OF THE CENTER OF THE LITTLE CALUMET RIVER IN THE SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS:

BEGINNING ON THE NEW SOUTH RIGHT OF WAY OF 159TH STREET, AS DEDICATED BY DOCUMENT NUMBER 25546780, A DISTANCE OF 75 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE PENN CENTRAL RAILROAD, THENCE SOUTH 37 DEGREES, 49 MINUTES 47 SECONDS EAST 109.63 FEET ON A LINE PARALLEL WITH LAST SAID WESTERLY RIGHT OF WAY LINE; THENCE DUE SOUTH 233.41 FEET; THENCE DUE WEST 239.72 FEET; THENCE DUE NORTH 277 FEET; THENCE DUE WEST 31 FEET; THENCE DUE NORTH 43 FEET TO SAID SOUTH RIGHT OF WAY LINE OF 159TH STREET, THENCE DUE EAST 203.47 FEET ALONG LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Parcel 2

PERPETUAL NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 109000 AND SAGA RESTAURANTS, INC. DATED SEPTEMBER 23, 1987 AND RECORDED OCTOBER 13, 1987 AS DOCUMENT 87551807 AND AS AMENDED BY DOCUMENT NUMBER 96690100 OVER THE FOLLOWING:

THAT PART OF LOT 1 IN RIVER OAKS WEST UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 24 AND THAT PART OF LOT 1 (LYING NORTH OF THE LITTLE CALUMET RIVER) IN THE SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS:

BEGINNING ON THE NEW SOUTH RIGHT OF WAY OF 159TH STREET, AS DEDICATED BY DOCUMENT NUMBER 25546780, A DISTANCE OF 278.47 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE PENN CENTRAL RAILROAD; THENCE DUE SOUTH 43 FEET; THENCE DUE EAST 31 FEET; THENCE DUE SOUTH 277 FEET; THENCE DUE WEST 300.82 FEET; THENCE NORTH 30 DEGREES, 44 MINUTES, 09 SECONDS WEST 76.67 FEET; THENCE DUE NORTH 249.10 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF PARK AVENUE AS DEDICATED BY DOCUMENT NUMBER 24296287, TO THE SOUTH LINE OF THE NEW 159TH STREET RIGHT OF WAY, THENCE DUE EAST

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22.14 FEET; THENCE NORTH 87 DEGREES, 08 MINUTES, 15 SECONDS EAST
100.12 FEET; THENCE DUE EAST 186.87 FEET ALL ALONG THE NEW SOUTH
RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY,
ILLINOIS.

Permanent Index Number: 29-24-100-033-0000

Common Address: 1951 River Oaks Drive, Calumet City, Illinois

F:\Clients\OAK BROOK BANK - JJS\23641 - OAK BROOK - NAPLETON\4,000,000 REVOLVING
LINE OF CREDIT\Calumet\Calumet Loan Modification Agreement v2.DOC

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RIDER ATTACHED AND MADE A PART OF

LOAN MODIFICATION AGREEMENT

DATED APRIL 19, 2004

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 87-3073, 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 by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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