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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Greater Illinois Title Company
120 North LaSalle Street, Suite 900
Chicago, Illinois 60602
Attention: Melinda Janczur



Doc#: 0501347162
Eugene "Gene" Moore Fee: \$88.00
Cook County Recorder of Deeds
Date: 01/13/2005 10:52 AM Pg: 1 of 33

This space reserved for Recorder's use only

4279407 1/1
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FOURTH MODIFICATION OF LOAN DOCUMENTS

THIS FOURTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 1 day of December, 2004, by and among (i) **COLE TAYLOR BANK**, not personally but solely as Trustee under Trust Agreement dated May 1, 1999, and known as Trust No. 99-8247 ("Trust") and **TRI COUNTY INTERNATIONAL, INC.**, an Illinois corporation ("Beneficiary"; Trust and Beneficiary are collectively referred to in this Agreement as "Borrower"), (ii) **THOMAS W. THOMPSON**, individually ("Thompson"; Beneficiary and Thompson are collectively referred to in this Agreement as "Guarantor"), (iii) **THOMPSON'S MOTOR SERVICE, INC.**, an Illinois corporation, d/b/a **DATA GUARD, INC.**, and **DAVID'S MOVING & STORAGE CO.** ("Data Guard") and (iv) **COLE TAYLOR BANK**, a national banking association, its successors and assigns ("Lender").

RECITALS:

A. Lender previously made a loan ("Loan") to Borrower in the principal amount of Nine Million Two Hundred Three Thousand Nine Hundred Thirty-Seven and 68/100 Dollars (\$9,203,937.68) pursuant to the terms and conditions of a Loan Agreement dated as of November 1, 1999 (the "Effective Date"), between Borrower and Lender (the "Loan Agreement"; all terms not otherwise defined in this Agreement shall have the meanings set forth in the Loan Agreement), and as evidenced by a Amended and Restated Promissory Note dated November 7, 2003, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Mortgage and Security Agreement dated the Effective Date from Trust to Lender recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on November 20, 1999, as Document No. 0011090671 ("Mortgage"), which encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated the Effective Date from Borrower to Lender and recorded in the Recorder's Office on November 20, 1999, as Document No. 0011090672 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated the Effective Date from Beneficiary and Thompson to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the

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their original form and as amended by that certain Modification of Loan Documents recorded with the Recorder's Office on December 18, 2002, as Document No. 0021407206, that certain Second Modification of Loan Documents dated November 7, 2003, and recorded with the Recorder's Office on November 26, 2003, as Document No. 0333039185, and that certain Third Modification of Loan Documents dated June 18, 2004, and recorded with the Recorder's Office as Document No. 0417710014, and from time to time, are sometimes collectively referred to in this Agreement as the "**Loan Documents**").

C. The Loan is further secured by a Guaranty of Payment dated the Effective Date from Guarantor to Lender (the "**Guaranty**").

D. Thompson is the sole owner of Data Guard.

E. Borrower desires to amend the Loan Documents in order to, among other things, adjust the interest rate and the amortization of the Loan.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided in this Agreement, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. **Second Amended and Restated Note.**

Concurrently with the execution and delivery of this Agreement, Borrower shall execute and deliver to Lender a Second Amended and Restated Promissory Note in the original principal amount of Eight Million Seven Hundred Forty Thousand Seven Hundred Forty and 80/100 Dollars (\$8,740,740.80) in the form of the attached and incorporated Exhibit B ("**Second Amended and Restated Note**").

2. **Amendment to Loan Agreement.**

(a) Section 1.1 of the Loan Agreement is amended to provide that the Loan Amount is Eight Million Seven Hundred Forty Thousand Seven Hundred Forty and 80/100 Dollars (\$8,740,740.80).

(b) Section 10.1 of the Loan Agreement is amended by:

1. Deleting clause (l) in its entirety and replacing it with: "(l) The occurrence of an "Event of Default" under that certain Promissory Note (the "**Term Note**") dated December __, 2004, in the original principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) made by Thompson's Motor Service, Inc., an Illinois corporation, d/b/a Data Guard, Inc., and d/b/a David's Moving & Storage Co. ("**Data Guard**") in favor of Lender or under any agreement or instrument evidencing, securing or guaranteeing the loan evidenced by the Term Note."

2. Deleting clause (m) in its entirety and replacing it with: "(m) The occurrence of an "Event of Default" under that certain Promissory Note (the "**Line of Credit Note**") dated April 9, 2004, as amended from time to time, in the original principal amount of One Million One Hundred Fifty Thousand and No/100 Dollars (\$1,150,000.00) made by Data Guard in favor of Lender or under any

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agreement or instrument evidencing, securing or guaranteeing the loan evidenced by the Line of Credit Note."

3. Amendment to Mortgage.

The Mortgage is amended as follows:

(a) the second full paragraph of the Mortgage, beginning with the word "WITNESSETH", is amended to provide that the Mortgage secures the payment of (i) the Second Amended and Restated Note, (ii) that certain Promissory Note (the "**Line of Credit Note**") dated April 9, 2004, in the original principal amount of One Million One Hundred Fifty Thousand and No/100 Dollars (\$1,150,000.00) made by Data Guard in favor of Lender, and (iii) that certain Term Note (the "**Term Note**") dated December __, 2004, in the original principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) made by Data Guard in favor of Lender, all as amended, restated or replaced from time to time.

(b) for the purposes of the Mortgage, "**Note**" collectively refers to the Second Amended and Restated Note, the Amended and Restated Line of Credit Note and the Term Note, as they may be amended from time to time.

4. Representations and Warranties of Borrower.

Borrower represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of this date .

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of this date , Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified in this Agreement.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified in this Agreement. The execution and delivery of this Agreement and the performance of the Loan Documents as modified in this Agreement have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

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5. Conditions Precedent.

As a condition precedent to the agreements contained in this Agreement:

(a) Borrower shall at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 1301 004279407 GITL (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender; and

(b) Data Guard shall execute and deliver to Lender the Change In Terms Agreement in connection with the Line of Credit Note in the form of the attached and incorporated Exhibit C and the Term Note in the form of the attached and incorporated Exhibit D.

6. Reaffirmation of Guaranty.

Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of this date, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

7. Expenses.

As a condition precedent to the agreements contained in this Agreement, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

8. Miscellaneous.

(a) This Agreement is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Agreement may not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending to be legally bound by the terms and provisions of this Agreement, of its own free will, without promises or threats or the exertion of duress upon it. The signatories state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, nothing contained in this Agreement may be considered to constitute Lender a venturer or

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partner of or in any way associated with Borrower or Guarantor nor will privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Agreement. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Except as provided in Section 3(b) above, any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Second Amended and Restated Note and the Mortgage and the other Loan Documents as amended. The paragraph and section headings used in this Agreement are for convenience only and shall not limit the substantive provisions hereof. All words in this Agreement that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Agreement that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

LENDER:

COLE TAYLOR BANK

By: [Signature]
Name: Brian Jones
Title: BLP

BORROWER:

COLE TAYLOR BANK, as Trustee aforesaid

By: [Signature]
Name: Mario V. Gotanco
Title: Vice President

By: [Signature]
Name: Shari Smith
Title: Trust Officer

TRI COUNTY INTERNATIONAL, INC., an Illinois corporation

By: [Signature]
Name: _____
Title: [Signature]

GUARANTOR:

TRI COUNTY INTERNATIONAL, INC., an Illinois corporation

By: [Signature]
Name: _____
Title: _____

[Signature]
Thomas W. Thompson, Individually

DATA GUARD:

THOMPSON'S MOTOR SERVICE, INC., an Illinois corporation

By: [Signature]
Name: _____
Title: _____

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Joan M. Schwitz, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Brian Jones of
Cole Taylor Bank, is personally known to me to be the same person whose name is subscribed
to the foregoing instrument, 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 1 day of December, 2004.

Joan M. Schwitz
Notary Public

My Commission Expires: 3/20/2005



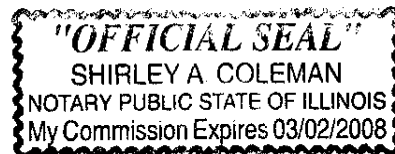
STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I _____, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Mario V. Gotanco and
Sheri Smith, Vice President, and Trust Officer, respectively, of Cole
Taylor Bank, not personally but as Trustee aforesaid, 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 said instrument as their
own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of December, 2004.

Shirley A. Coleman
Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
) .ss
COUNTY OF _____)

I, Joan M. Schwitz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas W. Thompson, individually, as President of Tri County International, Inc., and as President of Thompson's Motor Service, Inc., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the companies for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of December, 2004.

Joan M. Schwitz
Notary Public

My Commission Expires: 3/26/2005



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EXHIBIT A

THE PROPERTY

PARCEL I:

A PARCEL OF LAND SITUATED IN THE CITY OF CHICAGO TO WIT: ALL THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL, MERIDIAN, TOGETHER WITH THOSE PARTS OF LOTS 3 TO 1, 10 AND 11 IN HART L. STEWART'S SUBDIVISION OF LOTS 11 TO 20 BOTH INCLUSIVE, IN BLOCK 2 IN THE SOUTH BRANCH ADDITION TO SAID CITY OF CHICAGO; THAT PART OF LOTS 1 AND 2 IN DAVID KREIGH'S SUBDIVISION IN THE SOUTH, FRACTION OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT PART OF LOTS 21, 22, 23 AND 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 187 IN HIS SECOND SUBDIVISION IN THE MURRAY'S 15 ACRES IN THE SOUTH FRACTION OF THE NORTHWEST 1/4 OF SAID SECTION 28; THAT PART OF THE NORTH AND SOUTH VACATED ALLEY 15 FEET IN WIDTH LYING BETWEEN LOTS 21 AND 22 IN SAID ADAM MURRAY'S SUBDIVISION AND THAT PART OF AN EASTERLY AND WESTERLY STRIP OF LAND 30 FEET IN WIDTH LYING ON THE NORTH SIDE OF AND IMMEDIATELY ADJACENT TO THE NORTHERLY LINE OF THE ORIGINAL LOT 15 IN SAID ADAM MURRAY'S SECOND SUBDIVISION AND THE NORTHERLY SIDE OF LOT 2 IN SAID DAVID KREIGH'S SUBDIVISION SAID STRIP OF LAND EXTENDING FROM THE WEST LINE OF SAID SOUTH BRANCH ADDITION TO THE ORIGINAL EAST LINE OF HALSTED STREET, TOGETHER WITH PART OF VACATED WAIVER STREET IN SAID CITY OF CHICAGO, ALL OF THE PROPERTY DESCRIBED HEREIN LYING IN THE NORTHWEST 1/4 OF SAID SECTION 28, BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN EASTERLY LINE OF SOUTH HALSTED STREET AT SOUTHEAST ANGLE CORNER OF PARCEL OF LAND, CONTAINING AN AREA OF 7009 SQUARE FEET MORE OR LESS WHICH HAS BEEN CONVEYED BY SUSQUEHANNA COAL COMPANY TO CITY OF CHICAGO BY THE FIRST PARCEL IN THE DEED BEARING DATE OF JANUARY 24, 1933 DOCUMENT 11428961 (WHICH PLACE OF BEGINNING IS IN THE SOUTHERLY LINE OF LOT 1 OF DAVID KREIGH'S SUBDIVISION AFORESAID AND IN THE GENERAL NORTHERLY LINE OF LAND FORMERLY OWNED BY GULF, MOBILE AND OHIO RAILROAD); THENCE NORTH 0 DEGREES, 54 MINUTES EAST ALONG SAID EAST LINE OF SOUTH HALSTED STREET (WHICH IS THE EAST LINE OF SAID PARCEL OF LAND CONTAINING 7009 SQUARE FEET MORE OR LESS SO CONVEYED TO THE CITY OF CHICAGO), THROUGH SAID LOT 1 IN DAVID KREIGH'S SUBDIVISION, 207.51 FEET TO GENERAL SOUTHERLY LINE OF SOUTH BRANCH OF THE CHICAGO RIVER, AT NORTHEAST ANGLE CORNER OF SAID LAST MENTIONED PARCEL OF LAND; THENCE NORTH 67 DEGREES 52 MINUTES EAST PARTLY THROUGH SAID LOT 1 OF DAVID KREIGH'S SUBDIVISION 41.18 FEET TO AN ANGLE POINT; THENCE NORTH 86 DEGREES 52 MINUTES EAST PARTLY THROUGH LOT 1 AFORESAID AND THROUGH LOT 6 AND PARTLY THROUGH LOT 5, SAID TWO LAST MENTIONED LOTS BEING IN SAID HART L. STEWART SUBDIVISION AFORESAID, 323.94 FEET TO NORTHWEST ANGLE CORNER OF PARCEL OF LAND 30 FEET WIDE WHICH WAS CONVEYED BY GRANITE IMPROVEMENT COMPANY TO NOX-RUST CHEMICAL CORPORATION BY DEED BEARING DATED OF MARCH 4, 1952 AS DOCUMENT 15307405 (THE LAST TWO COURSES AND DISTANCES BEING ALONG SAID GENERAL SOUTHERLY LINE OF SOUTH BRANCH OF CHICAGO RIVER); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SOUTH BRANCH OF CHICAGO RIVER); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO THE EASTERLY LINE OF LOT 5 AFORESAID; THENCE EASTERLY ALONG THE SOUTHERLY DOCK LINE OF THE SOUTH BRANCH OF CHICAGO RIVER TO A POINT 79 FEET (MEASURED ALONG SAID DOCK LINE) EASTERLY OF THE INTERSECTION OF THE WEST LINE OF LOT 4 IN SAID H.L. STEWART'S SUBDIVISION WITH

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SAID DOCK LINE; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 88 FEET TO A POINT 119 FEET EAST OF THE WEST LINE OF SAID LOT 4 AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE FOR A DISTANCE OF 15 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF LOT 3 AFORESAID, WHICH POINT IS 178 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE CONTINUING ON LAST DESCRIBED COURSE EXTENDED TO ITS INTERSECTION WITH A STRAIGHT LINE (SAID STRAIGHT LINE EXTENDS FROM A POINT IN THE NORTH LINE OF LOT 11 IN SAID H.L. STEWART'S SUBDIVISION, SAID POINT BEING 15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 11, NORTHEASTERLY FOR A DISTANCE OF 292.23 FEET MORE OR LESS TO A POINT WHICH IS 41 FEET NORTH OF THE NORTH LINE OF LOT 26 IN SAID H.L. STEWART'S SUBDIVISION, MEASURED FROM A POIN IN THE NORTH LINE OF SAID LOT 26, 25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 26); THENCE SOUTHWESTERLY ALONG LAST MENTIONED LINE TO SAID POINT ON THE NORTH LINE OF LOT 11 IN HART L. STEWART'S AND OTHERS SUBDIVISION AFORESAID WHICH IS 15 FEET EASTERLY OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY 87 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID LOT 7 AND THE EAST LINE OF SAID LOT 2, SAID POINT ALSO BEING 24 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 2 (MEASURED ALONG THE EAST LINE OF SAID LOT 2); SAID POINT BEING 28 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 21 (MEASURED ALONG THE WEST LINE OF SAID LOT 21); (THE LAST FIVE MENTIONED COURSES AND DISTANCES BEING THE SOUTHERLY LINE OF PART OF PARCELS "A", "B" AND "C" AS SHOWN ON THE PRINT OF DRAWING NO. 21471 ATTACHED TO DEED RECORDED AS DOCUMENT 14731252); THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE IF EXTENDED WOULD INTERSECT THE WESTERLY LINE OF LOT 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 18 IN HIS SECOND SUBDIVISION IN THE MURRAY'S 15 ACRES IN SOUTH FRACTIONAL OF THE NORTHWEST 1/4 OF SAID SECTION 28; 7 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 24 TO A POINT 74 FEET DISTANT NORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID; THENCE SOUTH 27 DEGREES 51 MINUTES 48 SECONDS EAST, A DISTANCE OF 11.0 FEET; THENCE SOUTH 57 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 36.2 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 29.0 FEET TO A POINT ON THE ABOVE DESCRIBED STRAIGHT LINE THAT IS 11.0 FEET NORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID (AS MEASURED ALONG SAID STRAIGHT LINE); THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE A DISTANCE OF 11.0 FEET TO THE EASTERLY LINE OF SOUTH HALSTED STREET (BEING ALSO THE WEST LINE OF LOTS 22 TO 24 IN ADAM MURRAY'S SECOND SUBDIVISION AFORESAID); (THE LAST 5 MENTIONED COURSED AND DISTANCES BEING THE SOUTHERLY LINES OF PART OF PARCEL "B" AND THE EASTERLY AND SOUTHERLY LINES OF PARCEL "D" AS SHOWN ON PRINT OF DRAWING NO. 21471 ATTACHED TO DEED RECORDED AS DOCUMENT 14731252); THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 24, 23 AND 22 ALONG THE ORIGINAL EAST LINE OF SAID HALSTED STREET, TO THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY THE SUSQUEHANNA COAL COMPANY TO THE CITY OF CHICAGO BY DOCUMENT 11428961; THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY BEING ALSO THE NORTHERLY LINE OF SAID STRIP OF LAND 30 FEET IN WIDTH, A DISTANCE OF 34.26 FEET MORE OR LESS, THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART OF THE LAND CONDEMNED FOR PUBLIC HIGHWAY KNOWN AS I-90/94 BY JUDGMENT ORDER ENTERED MAY 18, 1987 IN CASE NUMBER 86 L 50817).

PIN : 17-28-111-001-0000; 17-28-111-023-0000; 17-28-111-025-0000; 17-28-111-026-0000;
17-28-111-028-0000; 17-28-111-032-0000; 17-28-111-033-0000

Commonly Known As: 2425 South Halsted, Chicago, Illinois 60608

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PARCEL II:

PARCEL 1: ✓

LOTS 1 TO 5 (EXCEPT THAT PART OF SAID LOT 1 HERETOFORE TAKEN FOR AND NOW OCCUPIED BY HALSTED STREET IN CITY OF CHICAGO AND ALSO EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF WEST LINE OF SOUTH HALSTED STREET AS NOW OCCUPIED FOR STREET AND SIDEWALK PURPOSES LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES WITH WEST LINE OF SOUTH HALSTED STREET AS NOW OCCUPIED AT A POINT 26 FEET SOUTH OF EXISTING SOUTHERLY DOCK LINE OF SOUTH BRANCH OF CHICAGO RIVER MEASURED ALONG SAID WEST LINE OF SOUTH HALSTED STREET COMPRISING 345 SQUARE FEET MORE OR LESS CONVEYED TO CITY OF CHICAGO BY EDSON KEITH AND OTHERS BY DEED DATED JANUARY 25, 1932 AND RECORDED JANUARY 26, 1934 AS DOCUMENT 11348060 AND ALSO EXCEPT THAT PART OF LOTS 1 TO 4 CONVEYED BY SUSAN KEITH AND OTHERS TO SANITARY DISTRICT OF CHICAGO BY WARRANTY DEED DATED DECEMBER 15, 1902 AND RECORDED JANUARY 12, 1903 AS DOCUMENT 3341377) ALL IN BLOCK 1 IN THE CANAL TRUSTEE'S SUBDIVISION OF CERTAIN BLOCKS IN THE CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: ✓

THAT PART OF LOT 6 AND THAT PART OF A STRIP OF LAND (FORMERLY WATER STREET) SITUATED SOUTHEASTERLY OF SAID LOTS 3, 4 AND 5 AND NORTHWESTERLY OF SAID LOT 6 WHICH IS SITUATED NORTHWESTERLY OF NORTHWESTERLY LINE OF THAT PART OF SAID LOT 6 AND A STRIP OF LAND CONVEYED BY EDSON KEITH AND OTHERS TO CHICAGO AND ALTON RAILROAD COMPANY BY DEED DATED MAY 9, 1888 AND RECORDED JUNE 5, 1888 AS DOCUMENT 965344 ALL IN BLOCK 1 IN THE CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3: ✓

THAT PART OF SOUTH GREEN STREET LYING WESTERLY OF THE WEST LINE OF LOT 2 EASTERLY OF THE EAST LINE OF LOT 3, SOUTHERLY OF A LINE COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 3, AND EXTENDED NORTHEASTERLY TO THE NORTHWESTERLY CORNER OF LOT 2 AND NORTHERLY OF THE NORTH LINE OF ORIGINAL WATER STREET SAID LAST MENTIONED LINE BEING ALSO DESCRIBED AS A LINE COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 3 AND EXTENDED NORTHEASTERLY TO THE SOUTHEASTERLY CORNER OF LOT 2 AFORESAID ALL IN BLOCK 1 IN THE CANAL TRUSTEES' SUBDIVISION OF CERTAIN BLOCKS IN THE CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4: ✓

THE NORTHWESTERLY 33 FEET OF THAT PART OF WEST 25TH STREET, WHICH WAS VACATED BETWEEN THE WEST LINE OF SOUTH HALSTED STREET AND THE WEST LINE OF SOUTH GREEN STREET BY THE CITY OF CHICAGO BY AN ORDINANCE OF THE CITY COUNCIL DATED JUNE 11,

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1948 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 30, 1948 AS DOCUMENT 14369923, SAID NORTHWESTERLY 33 FOOT PORTION OF SAID VACATED STREET BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:, TO-WIT: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 1 IN BLOCK 1 IN CANAL TRUSTEES' SUBDIVISION OF THE BLOCKS IN THE SOUTH FRACTIONAL 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 1 AND 2 IN BLOCK 1 IN SAID CANAL TRUSTEES' SUBDIVISION AND THE SOUTHEASTERLY LINE OF SAID LOT 2 PRODUCED SOUTHWESTERLY TO THE SOUTHEASTERLY CORNER OF LOT 3 IN BLOCK 1 IN SAID CANAL TRUSTEES' SUBDIVISION SAID DESCRIBED COURSE ALSO BEING THE NORTHWESTERLY LINE OF SAID VACATED 25TH STREET BEING 323.45 FEET MORE OR LESS IN LENGTH; THENCE SOUTH ALONG THE WEST LINE OF SOUTH GREEN STREET IN SAID CITY OF CHICAGO, 37.54 FEET TO A POINT WHICH IS 33 FEET DISTANT SOUTHEASTERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY AND MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 33 FEET DISTANT, SOUTHEASTERLY FROM THE FIRST DESCRIBED COURSE NAMELY THE NORTH LINE OF SAID VACATED WEST 25TH STREET AND ITS PRODUCTION SOUTHWESTERLY 323.45 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SOUTH HALSTED STREET AS WIDENED BY CONDEMNATION PROCEEDINGS PASSED BY THE CITY COUNCIL ON JUNE 18, 1877 ORDER OF POSSESSION DECEMBER 5, 1893 SUPERIOR COURT GENERAL NO. 67656; THENCE NORTH ALONG THE SAID WEST LINE OF SOUTH HALSTED STREET AS OCCUPIED 37.41 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: 17-29-405-008
17-29-406-001

Address: 2420 South Halsted
Chicago, Illinois

Parcel III

LOTS 36 TO 49, INCLUSIVE, IN THE SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE EAST 65 FEET AND THE SOUTH 200 FEET OF SAID LOTS 1 AND 2 TAKEN TOGETHER) IN BLOCK 43 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SO MUCH OF THE SOUTHEAST 1/4 OF SAID SECTION 21 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PINNOS.: 17-21-309-015, 17-21-309-001, 17-21-309-002, 17-21-309-003, 17-21-309-004, 17-21-309-005, 17-21-309-006 and 17-21-309-007

PROPERTY ADDRESS: 1601 SOUTH CANAL STREET, CHICAGO, ILLINOIS 60616

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EXHIBIT B

SECOND AMENDED AND RESTATED NOTE

See attached.

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long, sweeping tail.

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SECOND AMENDED AND RESTATED PROMISSORY NOTE

\$8,740,740.80

December 1, 2004
Chicago, Illinois

1. Agreement to Pay.

FOR VALUE RECEIVED, each of COLE TAYLOR BANK, not personally but solely as Trustee under Trust Agreement dated May 1, 1999, and known as Trust No. 99-8247 ("Trust") and TRI COUNTY INTERNATIONAL, INC., an Illinois corporation ("Beneficiary"; Trust and Beneficiary are collectively referred to as "Borrower") promises to pay to the order of COLE TAYLOR BANK, a national banking association, its successors and assigns ("Lender"), the principal sum of Eight Million Seven Hundred Forty Thousand Seven Hundred Forty and 80/100 Dollars (\$8,740,740.80) ("Loan"), at the place and in the manner provided in this Note, together with interest at the rate or rates described below, and any and all other amounts that are due and payable from time to time.

2. Interest Rate.

2.1 Interest Prior to Default.

Interest will accrue on the outstanding principal balance of this Note from this date through October 31, 2008 ("Maturity Date"), at an annual rate equal to six and 25/100 percent (6.25%) ("Loan Rate").

2.2 Interest After Default.

From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the balance of principal remaining unpaid during any such period at an annual rate ("Default Rate") equal to five percent (5%) plus the Loan Rate; but in no event may the Default Rate exceed the maximum rate permitted by law. The interest accruing under this paragraph is immediately due and payable by Borrower to the holder of this Note upon demand and is additional indebtedness evidenced by this Note.

2.3 Interest Calculation.

Interest on this Note will be calculated on the basis of a 360-day year and the actual number of days elapsed in any portion of a month in which interest is due.

3. Payment Terms.

3.1 Principal and Interest.

Payments of principal and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

(a) On the date of this Note ("Closing Date"), interest on the principal balance of this Note accruing during the period commencing on the Closing Date and ending on the last day of the month in which the Closing Date occurs shall be due and payable.

(b) Commencing on January 10, 2005, and on the tenth (10th) of each month thereafter through and including the month in which the Maturity Date occurs, principal and accrued and unpaid interest on the outstanding principal balance hereof in the amount of \$57,659.99 each.

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(c) The unpaid principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms of this Note, together with all accrued and unpaid interest and any other amounts due and payable under this Note or under any other Loan Document (as defined), will be due and payable in full on the Maturity Date.

3.2 Application of Payments.

Prior to the occurrence of an Event of Default, all payments and prepayments on account of the indebtedness evidenced by this Note will be applied as follows: (a) first, to fees, expenses, costs and other similar amounts then due and payable to Lender, including, without limitation any prepayment premium, exit fee or late charges due hereunder, (b) second, to accrued and unpaid interest on the principal balance of this Note, (c) third, to the payment of principal due in the month in which the payment or prepayment is made, (d) fourth, to any escrows, impounds or other amounts which may then be due and payable under the Loan Documents (as hereinafter defined), (e) fifth, to any other amounts then due Lender hereunder or under any of the Loan Documents, and (f) last, to the unpaid principal balance of this Note in the inverse order of maturity. Any prepayment on account of the indebtedness evidenced by this Note shall not extend or postpone the due date or reduce the amount of any subsequent monthly payment of principal and interest due hereunder. After an Event of Default has occurred and is continuing, payments may be applied by Lender to amounts owed hereunder and under the Loan Documents in such order as Lender shall determine, in its sole discretion.

3.3 Method of Payments.

All payments of principal and interest hereunder must be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and must be made at such place as Lender or the legal holder or holders of this Note may from time to time appoint in the payment invoice or otherwise in writing, and in the absence of such appointment, then at the offices of Lender at 111 West Washington Street, Fourth Floor, Chicago, Illinois 60602. Payment made by check is considered paid on the date Lender receives such check; provided, however, that if such check is subsequently returned to Lender unpaid due to insufficient funds or otherwise, the payment will not be considered to have been made and will continue to bear interest until collected. Notwithstanding the foregoing, the final payment due under this Note must be made by wire transfer or other final funds.

3.4 Late Charge.

If any payment of interest or principal due under this Note is not made within five days after such payment is due, then, in addition to the payment of the amount so due, Borrower agrees to pay to Lender a "late charge" of five cents for each whole dollar so overdue to defray part of the cost of collection and handling such late payment. Borrower agrees that the damages to be sustained by the holder of this Note for the detriment caused by any late payment are extremely difficult and impractical to ascertain, and that the amount of five cents for each one dollar due is a reasonable estimate of such damages, does not constitute interest, and is not a penalty.

3.5 Prepayment.

Provided that no Event of Default then exists, Borrower may voluntarily prepay the principal balance of this Note, in whole but not in part, at any time on or after the date hereof, subject to the following conditions:

(a) Not less than thirty (30) days prior to the date upon which Borrower desires to make such prepayment, Borrower shall deliver to Lender written notice of its

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intention to prepay this Note in full, which notice shall be irrevocable and state the date fixed for prepayment (the "**Prepayment Date**"), which Prepayment Date shall coincide with a scheduled payment date hereunder; and

(b) Borrower shall pay to Lender, concurrently with such prepayment, (i) a prepayment premium (the "**Prepayment Premium**") equal to (A) 4% of the principal amount prepaid if such prepayment is made on or after the date hereof and before the first (1st) anniversary of the date hereof, (B) 3% of the principal amount prepaid if such prepayment is made on or after the first (1st) anniversary of the date hereof and before the second (2nd) anniversary, (C) 2% of the principal amount prepaid if such prepayment is made on or after the second (2nd) anniversary of the date hereof and before the third (3rd) anniversary, and (D) 1% of the principal amount prepaid if such prepayment is made on or after the third (3rd) anniversary of the date hereof and before the Maturity Date, (ii) accrued and unpaid interest through the Prepayment Date on the principal balance being prepaid and (iii) any other obligations of Borrower to Lender then due which remain unpaid.

(c) Borrower acknowledges that the Loan was made on the basis and assumption that Lender would receive the payments of principal and interest set forth herein for the full term of this Note. Therefore, whenever the maturity of this Note has been accelerated by Lender by reason of the occurrence of an Event of Default the Prepayment Premium shall be due, in addition to the outstanding principal balance, accrued interest and other sums due hereunder.

4. Security.

This Note is secured by a Loan Agreement dated November 9, 2001, by and between Borrower and Lender (as amended, "**Loan Agreement**"), a Mortgage and Security Agreement (as amended, "**Mortgage**") dated November 9, 2001, made by Trust to Lender creating a first mortgage lien on certain real property ("**Premises**") legally described in Exhibit A attached to the Mortgage, an Assignment of Rents and Leases (as amended, "**Assignment**") dated November 9, 2001, Borrower to Lender, a Guaranty of Payment (as amended, "**Guaranty**") November 9, 2001, from Thomas W. Thompson ("**Guarantor**") and Beneficiary to Lender and an Environmental Indemnity Agreement (as amended, "**Indemnity Agreement**") dated November 9, 2001, from Borrower and Guarantor to Lender, each of which is modified by that certain Modification of Loan Documents recorded with the Recorder's Office on December 18, 2002, as Document No. 0021407206, that certain Second Modification of Loan Documents dated November 7, 2003, and recorded with the Recorder's Office on November 26, 2003, as Document No. 0333039185, that certain Third Modification of Loan Documents dated June 18, 2004, and recorded with the Recorder's Office as Document No. 0417710014 and that certain Fourth Modification of Loan Documents dated as of even date herewith (the Loan Agreement, the Mortgage, the Assignment, the Guaranty, the Indemnity Agreement and any other document now or later given to evidence or secure payment of this Note or delivered to induce Lender to disburse the proceeds of the Loan, as such documents may be amended, restated or replaced from time to time, are collectively referred to as the "**Loan Documents**"). Reference is made to the Loan Documents (which are incorporated by reference as fully and with the same effect as if set forth at length) for a statement of the covenants and agreements, a statement of the rights, remedies, and security afforded.

5. Events of Default.

The occurrence of any one or more of the following events constitutes an "**Event of Default**" under this Note:

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(a) failure by Borrower to pay (i) any installment of principal or interest payable pursuant to this Note within five (5) days after the date when due, or (ii) any other amount payable to Lender under this Note, the Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due; or

(b) occurrence of any "Event of Default" under the Mortgage or any of the other Loan Documents; or

(c) occurrence of the dissolution, insolvency, winding-up, death or legal incompetency, as applicable, of any guarantor of this Note.

6. Remedies.

At the election of the holder of this Note, and without notice, the principal balance remaining unpaid under this Note, and all unpaid interest accrued and any other amounts due, will become immediately due and payable in full upon the occurrence of any Event of Default. Failure to exercise this option will not constitute a waiver of the right to exercise same in the event of any subsequent Event of Default. No holder of this Note will, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers under this Note or otherwise unless such waiver is in writing and signed by the holder, and then only to the extent specifically set forth. The rights, remedies and powers of the holder of this Note, as provided in this Note, the Mortgage and in all of the other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against Borrower, the Guarantors, the Premises and any other security given at any time to secure the repayment, all at the sole discretion of the holder. If any suit or action is instituted or attorneys are employed to collect all or any part of this Note, Borrower promises and agrees to pay all costs of collection, including reasonable attorneys' fees and court costs.

7. Covenants and Waivers.

Borrower and all others who now or may at any time become liable for all or any part of the obligations evidenced by this Note, expressly agree to be jointly and severally bound, and jointly and severally: (i) waive and renounce any and all homestead, redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (iii) except as expressly provided in the Loan Documents, waive any and all notices in connection with the delivery and acceptance and all other notices in connection with the performance, default, or enforcement of the payment; (iv) waive any and all lack of diligence and delays in the enforcement of the payment; (v) agree that the liability of each Borrower, guarantor, endorser or obligor is unconditional and without regard to the liability of any other person or entity for the payment hereof, and will not in any manner be affected by any indulgence or forbearance granted or consented to by Lender to any of them; (vi) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment, or any part, with or without substitution, and to the release of any person or entity liable for the payment; and (vii) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment, and to the acceptance of any and all other security for the payment, and agree that the addition of any such makers, endorsers, guarantors or other obligors, or security shall not affect the liability of Borrower, any guarantor and all others now liable for all or any part of the obligations evidenced hereby. This provision is a material inducement for Lender making the Loan to Borrower.

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8. Other General Agreements.

(a) The Loan is a business loan covered by Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended. Borrower agrees that the Loan evidenced by this Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C., Section 1601, et seq.

(b) Time is of the essence under this Note.

(c) This Note is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Illinois. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

(d) Lender should not be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or of any lessee, operator, concessionaire or licensee of Borrower in the conduct of its business, and by the execution of this Note, Borrower agrees to indemnify, defend, and hold Lender harmless from and against any and all damages, costs, expenses and liability that may be incurred by Lender as a result of a claim that Lender is such partner, joint venturer, agent or associate.

(e) This Note has been made and delivered at Chicago, Illinois and all funds disbursed to or for the benefit of Borrower will be disbursed in Chicago, Illinois.

(f) If this Note is executed by more than one party, the obligations and liabilities of each Borrower under this Note is joint and several and is binding upon and enforceable against each Borrower and their respective successors and assigns. This Note inures to the benefit of and may be enforced by Lender and its successors and assigns.

(g) If any provision of this Note is determined to be invalid by reason of the operation of law, or by reason of the interpretation by any administrative agency or any court, Borrower and Lender agree to negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this and the validity and enforceability of the remaining provisions, or portions or applications, will not be affected and will remain in full force and effect.

(h) If the interest provisions in this Note or in any of the Loan Documents results, at any time during the Loan, in an effective rate of interest which, for any month, exceeds the limit of usury or other laws applicable to the Loan, all sums in excess of those lawfully collectible as interest of the period in question shall, without further agreement or notice between or by any party hereto, be applied upon principal immediately upon receipt of such monies by Lender, with the same force and effect as though the payer has specifically designated such extra sums to be so applied to principal and Lender had agreed to accept such extra payment(s) as a premium-free prepayment. Notwithstanding the foregoing, however, Lender may at any time and from time to time elect by notice in writing to Borrower to reduce or limit the collection to such sums which, when added to the said first-stated interest, shall not result in any payments toward principal in accordance with the requirements of the preceding sentence. In no event shall any agreed to or actual exaction as consideration for this Loan transcend the limits imposed or provided by the law applicable to this transaction or the makers hereof in the jurisdiction in which the Premises are located for the use or detention of money or for forbearance in seeking its collection.

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(i) Lender may at any time assign all or any part of its rights in this Note and the Loan Documents, and transfer its rights in any or all of the collateral, and Lender then will be relieved from all liability with respect to such collateral. In addition, Lender may at any time sell one or more participations in the Note. Borrower may not assign all or any part of its interest in this Note, or any other agreement with Lender, either voluntarily or by operation of law, without the prior written consent of Lender.

9. Notices.

All notices required under this Note must be in writing and must be transmitted in the manner and to the addresses or facsimile numbers required by the [Loan Agreement/Mortgage], or to such other addresses or facsimile numbers as Lender and Borrower may specify from time to time in writing.

10. Consent to Jurisdiction.

TO INDUCE LENDER TO ACCEPT THIS NOTE, BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS NOTE WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. BORROWER CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON BORROWER, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS STATED IN THE MORTGAGE AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

11. Waiver of Jury Trial.

BORROWER AND LENDER (BY ACCEPTANCE OF THIS NOTE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS NOTE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS NOTE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

12. Prior Note.

This Note amends and restates in its entirety the Amended and Restated Promissory Note dated November 7, 2003, executed by Borrower in the amount of \$9,203,937.68 (the "Prior Note"); which Prior Note shall be deemed merged herein. Nothing herein contained shall constitute the satisfaction of the obligations under the Prior Note except the payment in full of all obligations under this Note.

13. Trustee's Exculpation.

This Note is executed by Trust, not individually but solely as Trustee under the aforesaid Trust Agreement. Said Trust Agreement is made a part of this Note and any claims against Trust which may result from the execution of this Note are payable only out of any trust property

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which may be held under the Trust Agreement, and Trust shall not be held personally liable for the performance of any of the terms and conditions of this Note or for the validity or condition of the title of said trust property or for any agreement with respect thereto. Any and all personal liability of Trust is expressly waived by Lender and its successors and assigns.

14. Waiver of Defenses.

OTHER THAN CLAIMS BASED UPON THE FAILURE OF LENDER TO ACT IN A COMMERCIALLY REASONABLE MANNER, BORROWER WAIVES EVERY PRESENT AND FUTURE DEFENSE (OTHER THAN THE DEFENSE OF PAYMENT IN FULL), CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH BORROWER MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS NOTE OR ANY OF THE LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER.

15. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.

Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

16. Expenses and Indemnification.

Borrower shall pay all costs and expenses incurred by Lender in connection with the preparation of this Note and the Loan Documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of Lender or any affiliate or parent of Lender. Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Note and the other instruments and documents to be delivered hereunder, and agrees to save Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses. Borrower hereby authorizes the Bank to charge any account of Borrower with the Bank for all sums due under this section. Borrower also agrees to defend (with counsel satisfactory to Lender), protect, indemnify and hold harmless Lender, any parent corporation, affiliated corporation or subsidiary of Lender, and each of their respective officers, directors, employees, attorneys and agents (each an "Indemnified Party") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and distributions of any kind or nature (including, without limitation, the disbursements and the reasonable fees of counsel for each Indemnified Party thereto, which shall also include, without limitation, attorneys' fees and time charges of attorneys who may be employees of Lender, any parent corporation or affiliated corporation of Lender), which may be imposed on, incurred by, or asserted against, any Indemnified Party (whether direct, indirect or consequential and whether based on any federal,

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state or local laws or regulations, including, without limitation, securities, environmental laws and commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of this Note or any of the Loan Documents, or any act, event or transaction related or attendant thereto, the preparation, execution and delivery of this Note and the Loan Documents, the making or issuance and management of the Loan, the use or intended use of the proceeds of this Note and the enforcement of Lender's rights and remedies under this Note, the Loan Documents any other instruments and documents delivered hereunder, or under any other agreement between Borrower and Lender; provided, however, that Borrower shall not have any obligations hereunder to any Indemnified Party with respect to matters caused by or resulting from the willful misconduct or gross negligence of such Indemnified Party. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it violates any law or public policy, Borrower shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to each Indemnified Party on demand, and failing prompt payment, together with interest thereon at the Default Rate from the date incurred by each Indemnified Party until paid by Borrower, shall be added to the obligations of Borrower evidenced by this Note and secured by the collateral securing this Note. The provisions of this section shall survive the satisfaction and payment of this Note.

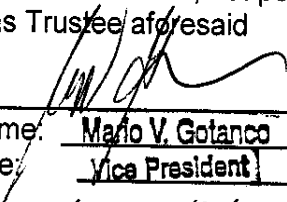
[NO FURTHER TEXT ON THIS PAGE]

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Borrower has executed and delivered this Note as of the day and year first written above.

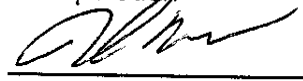
BORROWER:

COLE TAYLOR BANK, not personally but solely as Trustee aforesaid

By: 
Name: Mafo V. Gotanco
Title: Vice President

By: 
Name: Sheri Smith
Title: Trust Officer

TRI COUNTY INTERNATIONAL, INC., an Illinois corporation

By: 
Name: _____
Title: _____

Property of Cook County Clerk's Office

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EXHIBIT C

CHANGE IN TERMS AGREEMENT

See attached.

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink is written across the center of the page. The signature is highly cursive and overlaps the diagonal watermark text.

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Car / Coll	Account	Officer	Initials
\$1,150,000.00	10-30-2004	11-30-2005	0001	4A0 / 3122	0088138	120	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Thompson's Motor Service, Inc.
1601 Canal Street
Chicago, IL 60616

Lender: COLE TAYLOR BANK
MIDDLE MARKET BANKING
111 W. WASHINGTON
CHICAGO, IL 60602

Principal Amount: \$1,150,000.00

Initial Rate: 5.750%

Date of Agreement: October 30, 2004

DESCRIPTION OF EXISTING INDEBTEDNESS. The indebtedness arising under the Promissory Note (the "Note"), as modified and/or extended from time to time, between Borrower and Lender dated April 9, 2004 and modified by Change in Terms Agreement dated July 30, 2004 and the documents securing the Note.

DESCRIPTION OF COLLATERAL. The, in addition to other collateral, (2) Collateral Assignments of Beneficial Interest, as modified and/or extended from time to time, to Lender dated May 14, 2003, on real properties in Cook County, State of Illinois, the terms and conditions of which are incorporated herein and made a part of this Note.

DESCRIPTION OF CHANGE IN TERMS. The following has been modified and/or extended as of the date of this Agreement:

MATURITY DATE. The Maturity Date has been changed from October 30, 2004 to November 30, 2005.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

GUARANTOR AND/OR GRANTOR ACKNOWLEDGMENT. PRIOR TO SIGNING THIS AGREEMENT, GUARANTOR AND/OR GRANTOR, AS DEFINED IN THE LOAN DOCUMENTS, HAS READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. GUARANTOR AND/OR GRANTOR AGREES TO THE TERMS OF THIS AGREEMENT.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.


CHANGE IN TERMS SIGNERS:

THOMPSON'S MOTOR SERVICE, INC.

By: 
Thomas W. Thompson, President of Thompson's
Motor Service, Inc.

X 
Thomas W. Thompson

TRI COUNTY INTERNATIONAL INC.

By: 
Thomas W. Thompson, President of Tri County
International Inc.

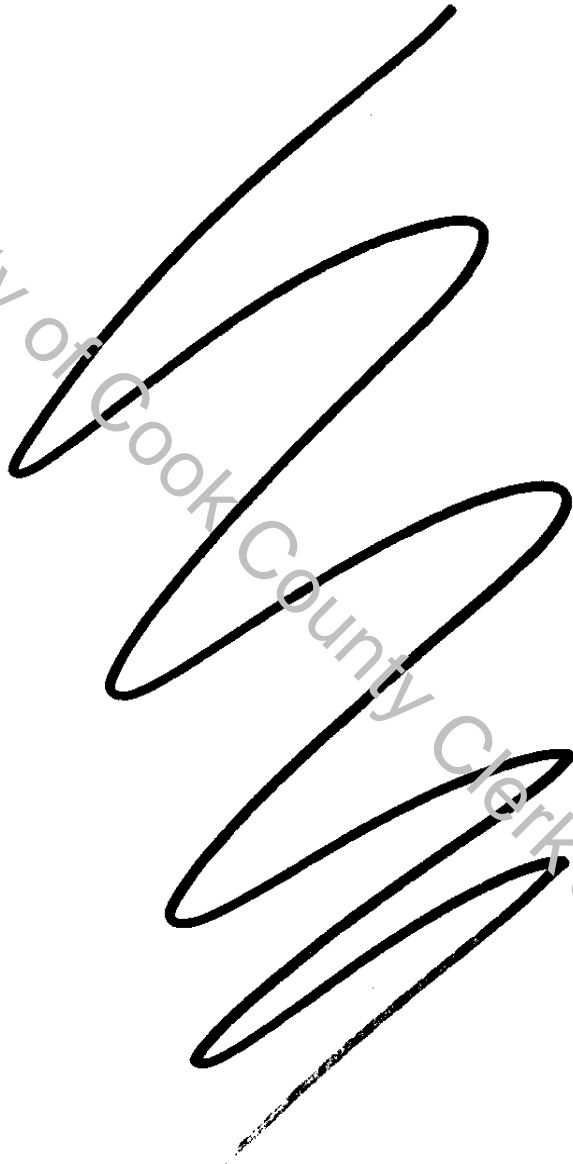
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EXHIBIT D

TERM NOTE

See attached.

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TERM NOTE

\$300,000.00

December 1, 2004
Chicago, Illinois

1. **Agreement to Pay.**

FOR VALUE RECEIVED, THOMPSON'S MOTOR SERVICE, INC., an Illinois corporation, d/b/a Data Guard, Inc., and d/b/a David's Moving & Storage Co. ("Borrower") promises to pay to the order of COLE TAYLOR BANK, a national banking association, its successors and assigns ("Lender"), the principal sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00) ("Loan"), on or before December 1, 2007 (the "Maturity Date"), at the place and in the manner hereinafter provided, together with interest thereon at the rate or rates described below, and any and all other amounts which may be due and payable hereunder or under any of the Loan Documents (as hereinafter defined) from time to time.

2. **Interest Rate.**

2.1 **Interest Prior to Default.**

Interest shall accrue on the principal balance of this Note outstanding from the date hereof through the Maturity Date at a floating per annum rate of interest (the "Loan Rate") equal to the Prime Rate (as hereinafter defined), plus one and no one-hundredths percent (1.00%). Changes in the Loan Rate to be charged hereunder based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. As used herein, "Prime Rate" shall mean the floating per annum rate of interest most recently announced by the Lender at Chicago, Illinois, as its prime or base rate. A certificate made by an officer of the Lender stating the Prime Rate in effect on any given day, for the purposes hereof, shall be conclusive evidence of the Prime Rate in effect on such day. The Prime Rate is a base reference rate of interest adopted by the Lender as a general benchmark from which the Lender determines the floating interest rates chargeable on various loans to borrowers with varying degrees of creditworthiness and the Borrower acknowledges and agrees that the Lender has made no representations whatsoever that the Prime Rate is the interest rate actually offered by the Lender to borrowers of any particular creditworthiness.

2.2 **Interest After Default.**

From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the balance of principal remaining unpaid during any such period at an annual rate ("Default Rate") equal to five percent (5%) plus the Loan Rate; but in no event may the Default Rate exceed the maximum rate permitted by law. The interest accruing under this paragraph is immediately due and payable by Borrower to the holder of this Note upon demand and is additional indebtedness evidenced by this Note.

2.3 **Interest Calculation.**

Interest on this Note will be calculated on the basis of a 360-day year and the actual number of days elapsed in any portion of a month in which interest is due.

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3. Payment Terms.

3.1 Principal and Interest.

Payments of principal and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

(a) Commencing on January 1, 2005, and continuing on the first day of each month thereafter through and including June 1, 2005, all accrued and unpaid interest on the principal balance of this Note outstanding from time to time shall be due and payable.

(b) Commencing on July 1, 2005, and continuing on the first day of each month thereafter through and including the month in which the Maturity Date occurs, principal payments each in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), plus all accrued and unpaid interest on the principal balance of this Note outstanding from time to time shall be due and payable.

(c) The unpaid principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms of this Note, together with all accrued and unpaid interest and any other amounts due and payable under this Note or under any other Loan Document (as defined), will be due and payable in full on the Maturity Date.

3.2 Application of Payments.

Prior to the occurrence of an Event of Default, all payments and prepayments on account of the indebtedness evidenced by this Note will be applied as follows: (a) first, to fees, expenses, costs and other similar amounts then due and payable to Lender, including, without limitation any prepayment premium, exit fee or late charges due hereunder, (b) second, to accrued and unpaid interest on the principal balance of this Note, (c) third, to the payment of principal due in the month in which the payment or prepayment is made, (d) fourth, to any escrows, impounds or other amounts which may then be due and payable under the Loan Documents (as hereinafter defined), (e) fifth, to any other amounts then due Lender hereunder or under any of the Loan Documents, and (f) last, to the unpaid principal balance of this Note in the inverse order of maturity. Any prepayment on account of the indebtedness evidenced by this Note shall not extend or postpone the due date or reduce the amount of any subsequent monthly payment of principal and interest due hereunder. After an Event of Default has occurred and is continuing, payments may be applied by Lender to amounts owed hereunder and under the Loan Documents in such order as Lender shall determine, in its sole discretion.

3.3 Method of Payments.

All payments of principal and interest hereunder must be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and must be made at such place as Lender or the legal holder or holders of this Note may from time to time appoint in the payment invoice or otherwise in writing, and in the absence of such appointment, then at the offices of Lender at 111 West Washington Street, Fourth Floor, Chicago, Illinois 60602. Payment made by check is considered paid on the date Lender receives such check; provided, however, that if such check is subsequently returned to Lender unpaid due to insufficient funds or otherwise, the payment will not be considered to have been made and will continue to bear interest until collected. Notwithstanding the foregoing, the final payment due under this Note must be made by wire transfer or other final funds.

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3.4 Late Charge.

If any payment of interest or principal due under this Note is not made within five days after such payment is due, then, in addition to the payment of the amount so due, Borrower agrees to pay to Lender a "late charge" of five cents for each whole dollar so overdue to defray part of the cost of collection and handling such late payment. Borrower agrees that the damages to be sustained by the holder of this Note for the detriment caused by any late payment are extremely difficult and impractical to ascertain, and that the amount of five cents for each one dollar due is a reasonable estimate of such damages, does not constitute interest, and is not a penalty.

3.5 Prepayment.

The portion of this Note bearing interest at the Loan Rate may be prepaid, either in whole or in part, without penalty or premium, at any time and from time to time upon fourteen (14) days prior notice to the Lender.

4. Security.

This Note is secured by a Mortgage and Security Agreement (as amended, "**Mortgage**") dated November 9, 2001, made by **COLE TAYLOR BANK**, not personally but solely as Trustee under Trust Agreement dated May 1, 1999, and known as Trust No. 99-8247 ("**Trust**") to Lender creating a first mortgage lien on certain real property ("**Premises**") legally described in Exhibit A attached to the Mortgage, an Assignment of Rents and Leases (as amended, "**Assignment**") dated November 9, 2001, from Trust and **TRI COUNTY INTERNATIONAL, INC.**, an Illinois corporation ("**Beneficiary**"; Trust and Beneficiary are collectively referred to as "**Mortgage Borrower**") from Mortgage Borrower to Lender, a Commercial Guaranty ("**Guaranty**") dated May 14, 2003, from Thomas W. Thompson ("**Guarantor**") and Beneficiary to Lender and an Environmental Indemnity Agreement (as amended, "**Indemnity Agreement**") dated November 9, 2001, from Mortgage Borrower and Guarantor to Lender, each of which (other than the Guaranty) is modified by that certain Modification of Loan Documents recorded with the Recorder's Office on December 18, 2002, as Document No. 0021407206, that certain Second Modification of Loan Documents dated November 7, 2003, and recorded with the Recorder's Office on November 26, 2003, as Document No. 0333039185, that certain Third Modification of Loan Documents dated June 18, 2004, and recorded with the Recorder's Office as Document No. 0417710014 and that certain Fourth Modification of Loan Documents dated as of even date herewith (the Mortgage, the Assignment, the Guaranty, the Indemnity Agreement and any other document now or later given to evidence or secure payment of this Note or delivered to induce Lender to disburse the proceeds of the Loan, as such documents may be amended, restated or replaced from time to time, are collectively referred to as the "**Loan Documents**"). Reference is made to the Loan Documents (which are incorporated by reference as fully and with the same effect as if set forth at length) for a statement of the covenants and agreements, a statement of the rights, remedies, and security afforded.

5. Events of Default.

The occurrence of any one or more of the following events constitutes an "**Event of Default**" under this Note:

- (a) failure by Borrower to pay (i) any installment of principal or interest payable pursuant to this Note within five (5) days after the date when due, or (ii) any other amount payable to Lender under this Note, the Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due; or

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(b) occurrence of any "Event of Default" under the Mortgage or any of the other Loan Documents; or

(c) occurrence of the dissolution, insolvency, winding-up, death or legal incompetency, as applicable, of any guarantor of this Note.

6. Remedies.

At the election of the holder of this Note, and without notice, the principal balance remaining unpaid under this Note, and all unpaid interest accrued and any other amounts due, will become immediately due and payable in full upon the occurrence of any Event of Default. Failure to exercise this option will not constitute a waiver of the right to exercise same in the event of any subsequent Event of Default. No holder of this Note will, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers under this Note or otherwise unless such waiver is in writing and signed by the holder, and then only to the extent specifically set forth. The rights, remedies and powers of the holder of this Note, as provided in this Note, the Mortgage and in all of the other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against Borrower, the Guarantors, the Premises and any other security given at any time to secure the repayment, all at the sole discretion of the holder. If any suit or action is instituted or attorneys are employed to collect all or any part of this Note, Borrower promises and agrees to pay all costs of collection, including reasonable attorneys' fees and court costs.

7. Covenants and Waivers.

Borrower and all others who now or may at any time become liable for all or any part of the obligations evidenced by this Note, expressly agree to be jointly and severally bound, and jointly and severally: (i) waive and renounce any and all homestead, redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (iii) except as expressly provided in the Loan Documents, waive any and all notices in connection with the delivery and acceptance and all other notices in connection with the performance, default, or enforcement of the payment; (iv) waive any and all lack of diligence and delays in the enforcement of the payment; (v) agree that the liability of each Borrower, guarantor, endorser or obligor is unconditional and without regard to the liability of any other person or entity for the payment hereof, and will not in any manner be affected by any indulgence or forbearance granted or consented to by Lender to any of them; (vi) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment, or any part, with or without substitution, and to the release of any person or entity liable for the payment; and (vii) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment, and to the acceptance of any and all other security for the payment, and agree that the addition of any such makers, endorsers, guarantors or other obligors, or security shall not affect the liability of Borrower, any guarantor and all others now liable for all or any part of the obligations evidenced hereby. This provision is a material inducement for Lender making the Loan to Borrower.

8. Other General Agreements.

(a) The Loan is a business loan covered by Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended. Borrower agrees that the

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Loan evidenced by this Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C., Section 1601, et seq.

(b) Time is of the essence under this Note.

(c) This Note is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Illinois. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

(d) Lender should not be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or of any lessee, operator, concessionaire or licensee of Borrower in the conduct of its business, and by the execution of this Note, Borrower agrees to indemnify, defend, and hold Lender harmless from and against any and all damages, costs, expenses and liability that may be incurred by Lender as a result of a claim that Lender is such partner, joint venturer, agent or associate.

(e) This Note has been made and delivered at Chicago, Illinois and all funds disbursed to or for the benefit of Borrower will be disbursed in Chicago, Illinois.

(f) If this Note is executed by more than one party, the obligations and liabilities of each Borrower under this Note is joint and several and is binding upon and enforceable against each Borrower and their respective successors and assigns. This Note inures to the benefit of and may be enforced by Lender and its successors and assigns.

(g) If any provision of this Note is determined to be invalid by reason of the operation of law, or by reason of the interpretation by any administrative agency or any court, Borrower and Lender agree to negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this and the validity and enforceability of the remaining provisions, or portions or applications, will not be affected and will remain in full force and effect.

(h) If the interest provisions in this Note or in any of the Loan Documents results, at any time during the Loan, in an effective rate of interest which, for any month, exceeds the limit of usury or other laws applicable to the Loan, all sums in excess of those lawfully collectible as interest of the period in question shall, without further agreement or notice between or by any party hereto, be applied upon principal immediately upon receipt of such monies by Lender, with the same force and effect as though the payer has specifically designated such extra sums to be so applied to principal and Lender had agreed to accept such extra payment(s) as a premium-free prepayment. Notwithstanding the foregoing, however, Lender may at any time and from time to time elect by notice in writing to Borrower to reduce or limit the collection to such sums which, when added to the said first-stated interest, shall not result in any payments toward principal in accordance with the requirements of the preceding sentence. In no event shall any agreed to or actual exaction as consideration for this Loan transcend the limits imposed or provided by the law applicable to this transaction or the makers hereof in the jurisdiction in which the Premises are located for the use or detention of money or for forbearance in seeking its collection.

(i) Lender may at any time assign all or any part of its rights in this Note and the Loan Documents, and transfer its rights in any or all of the collateral, and Lender then will be relieved from all liability with respect to such collateral. In addition, Lender may at any time sell one or more participations in the Note. Borrower may not assign all

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or any part of its interest in this Note, or any other agreement with Lender, either voluntarily or by operation of law, without the prior written consent of Lender.

9. Notices.

All notices required under this Note must be in writing and must be transmitted in the manner and to the addresses or facsimile numbers required by the [Loan Agreement/Mortgage], or to such other addresses or facsimile numbers as Lender and Borrower may specify from time to time in writing.

10. Consent to Jurisdiction.

TO INDUCE LENDER TO ACCEPT THIS NOTE, BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS NOTE WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. BORROWER CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON BORROWER, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS STATED IN THE MORTGAGE AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

11. Waiver of Jury Trial.

BORROWER AND LENDER (BY ACCEPTANCE OF THIS NOTE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS NOTE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS NOTE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

12. Waiver of Defenses.

OTHER THAN CLAIMS BASED UPON THE FAILURE OF LENDER TO ACT IN A COMMERCIALLY REASONABLE MANNER, BORROWER WAIVES EVERY PRESENT AND FUTURE DEFENSE (OTHER THAN THE DEFENSE OF PAYMENT IN FULL), CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH BORROWER MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS NOTE OR ANY OF THE LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER.

13. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.

Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance

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with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

14. Expenses and Indemnification.

Borrower shall pay all costs and expenses incurred by Lender in connection with the preparation of this Note and the Loan Documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of Lender or any affiliate or parent of Lender. Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Note and the other instruments and documents to be delivered hereunder, and agrees to save Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses. Borrower hereby authorizes the Bank to charge any account of Borrower with the Bank for all sums due under this section. Borrower also agrees to defend (with counsel satisfactory to Lender), protect, indemnify and hold harmless Lender, any parent corporation, affiliated corporation or subsidiary of Lender, and each of their respective officers, directors, employees, attorneys and agents (each an "Indemnified Party") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and distributions of any kind or nature (including, without limitation, the disbursements and the reasonable fees of counsel for each Indemnified Party thereto, which shall also include, without limitation, attorneys' fees and time charges of attorneys who may be employees of Lender, any parent corporation or affiliated corporation of Lender), which may be imposed on, incurred by, or asserted against, any Indemnified Party (whether direct, indirect or consequential and whether based on any federal, state or local laws or regulations, including, without limitation, securities, environmental laws and commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of this Note or any of the Loan Documents, or any act, event or transaction related or attendant thereto, the preparation, execution and delivery of this Note and the Loan Documents, the making or issuance and management of the Loan, the use or intended use of the proceeds of this Note and the enforcement of Lender's rights and remedies under this Note, the Loan Documents any other instruments and documents delivered hereunder, or under any other agreement between Borrower and Lender; provided, however, that Borrower shall not have any obligations hereunder to any Indemnified Party with respect to matters caused by or resulting from the willful misconduct or gross negligence of such Indemnified Party. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it violates any law or public policy, Borrower shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to each Indemnified Party on demand, and failing prompt payment, together with interest thereon at the Default Rate from the date incurred by each Indemnified Party until paid by Borrower, shall be added to the obligations of Borrower evidenced by this Note and secured by the collateral securing this Note. The provisions of this section shall survive the satisfaction and payment of this Note.

[NO FURTHER TEXT ON THIS PAGE]

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Borrower has executed and delivered this Note as of the day and year first written above.

BORROWER:

THOMPSON'S MOTOR SERVICE, INC., an Illinois corporation

By: 

Name: _____

Title: President

Property of Cook County Clerk's Office

