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Cook County Recorder 35.50



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LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is made this 5th day of October, 1999, by and between PINNACLE BANK, an Illinois Banking Corporation, not individually or personally, but solely as Trustee under Trust Agreement dated September 1, 1990 and known as Trust Number 10040, ("Mortgagor"), and CSA FRATERNAL LIFE, a Fraternal Life Insurance Society licensed to do business in the State of Illinois ("CSA").

W I T N E S S E T H:

WHEREAS, CSA loaned to FIRST NATIONAL BANK OF CICERO, as Trustee under Trust Agreement dated September 1, 1990 and known as Trust Number 10040, the principal sum of TWO HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$266,250.00) DOLLARS, as evidenced by that certain mortgage note dated October 1, 1990, made by FIRST NATIONAL BANK OF CICERO, as Trustee under Trust Agreement dated September 1, 1990 and known as Trust 10040 to CSA (the "CSA Note"). CSA is the current owner and holder of the CSA Note.

THIS INSTRUMENT PREPARED BY AND MAIL TO:
KROPIK, PAPUGA & SHAW
120 South LaSalle Street
Suite 1327
Chicago, Illinois 60603

WHEREAS, the CSA Note is secured by a mortgage made by FIRST NATIONAL BANK OF CICERO, as Trustee under Trust #10040 as owner of certain property to CSA dated October 1, 1990 and recorded October 16, 1990 in the Office the Recorder of Deeds of Cook County, Illinois as Document No. 90506814, (the "Mortgage").

WHEREAS, the real estate and premises previously owned by FIRST NATIONAL BANK OF CICERO, as Trustee under Trust 10040 and covered by the Mortgage (the "Premises") is located in the County of Cook and is legally described as follows:

THE WEST 4 FEET OF LOT 17, ALL OF LOT 18 AND THE EAST 18 FEET OF LOT 19 IN BLOCK 3 IN ANDREWS AND PIPER'S FIRST ADDITION TO BERWYN IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6951 West Stanley Berwyn, Illinois

PERMANENT INDEX NO.: 16-31-112-028

WHEREAS, subsequent to the making of the Note and Mortgage, all right, title and interest in the subject "premises" was conveyed and transferred to the successor trustee namely PINNACLE BANK, as Trustee under Trust Agreement dated September 1, 1990 and known as Trust 10040.

WHEREAS, Successor Trustee and Mortgagor has requested CSA enter into this Agreement and consent to the extension and modification of the CSA Note, and the Mortgage as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, and in reliance upon the representation and warranties herein contained, the parties hereto agree as follows:

1. As of November 1, 1999 and after crediting the payment due on or about October 1, 1999 the principal balance due on the CSA Note is the sum of \$148,236.83.
2. Successor Trustee and Mortgagor represents to CSA that there exist no second or junior mortgage or other subsequent lien now outstanding against the Premises, and that the lien of the Mortgage continues to be a valid, first and subsisting lien on the Premises.

3. Concurrently with the execution of this Agreement, the following documents shall be executed and delivered to CSA:

A. A Security Agreement in form approved by CSA executed by Successor Mortgagor covering items of personal property and all fixtures at the Premises, except items owned by tenants;

B. UCC-1 and UCC-2 Financing Statements executed by Successor Mortgagor;

C. Certified copies of all Leases affecting the Premises together with Tenant Estoppel Certificates and/or Subordination Agreements by such Tenants in form acceptable to CSA;

D. Such other instruments, documents, or papers as may be required by Chicago Title Insurance Company ("CTI") for the issuance of a date down endorsement to CSA'S Title Insurance Policy in Policy Number 72-74-090, guaranteeing to CSA that the Mortgage as Modified herein is a first lien against the Premises with such endorsements as are required by CSA.

E. An Illinois Responsibility Property Transfer Act Statement or Certificate of Successor Mortgagor that none is required.

4. Upon receipt of the documents required in Section 3 hereof, CSA will cause, at Successor Mortgagor's sole cost and expense, this Agreement to be placed of record and concurrently therewith will order a date down endorsement to its title insurance policy covering said recordation and insuring this Agreement and the Mortgage. When the date down endorsing has been issued and reflects that the Successor Mortgagor is the holder and owner of the fee simple title to the Premises and that CSA holds the lien of the Mortgage as modified by this Agreement as a first and paramount lien on the Premises, and that the estoppel certificates show the existing leases to the premises to be in full force and effect, then and only then, shall this Agreement become effective. In the event such documents required by Section 3 hereof, the date down endorsement, and the estoppel certificates are not received in satisfactory form by CSA on or prior to October 1, 1999, this agreement shall be null and void, and of no force or effect. Successor Mortgagor acknowledges that the CSA Note will in such event be fully matured and past due in its entirety.

5. The CSA Note, and the Mortgage are hereby modified as follows:

A. The Maturity Date of the CSA Note, as such term is defined therein, is extended from October 1, 1999 to October 1, 2009.

B. Commencing with November 1, 1999, the monthly payments of principal and interest due under the CSA Note shall be the sum of \$1,798.52.

C. Effective on October 1, 1999 and to be reflected in the payment due on the CSA Note on November 1, 1999 the interest rate on the CSA Note shall be eight percent (8.0%) per annum.

6. Except as herein expressly amended, the Note, Mortgage and all other loan and Security Documents shall continue unmodified and in full force and effect.

7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

See Addendum attached hereto for exculpation language.

IN WITNESS WHEREOF, the parties hereto, have executed this Loan Modification Agreement as of the 5th day of October, 1999.

OLD KENT BANK, Successor to PINNACLE BANK, not personally or individually, but solely as Trustee under trust agreement dated the 1st day of September 1990 and known as Trust Number #10040

Date: October 5, 1999

By: Glenn J. Richter

Its: Glenn J. Richter, Vice President

Attest: Nancy Fudala
Asst. Secretary Nancy Fudala

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, APRIL REED, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GEORGE J. SOVA, MARVIN G. LANZEL and _____ of CSA FRATERNAL LIFE., a Fraternal Life Insurance Society, personally known to me and known to be the same person whose names are subscribed to the foregoing instrument as such TREASURER and SECRETARY, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Society, for the uses and purposes therein set for and the said OFFICERS did also then and there acknowledge that he/she as custodian of the corporation seal of said Company, did affix the said corporate seal of said Company to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 30TH day of September, 1999.

April Reed
Notary Public



County Clerk's Office

ADDENDUM

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representation, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertaking and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

County Clerk's Office

REAL PROPERTY AFFECTED BY
THE RESPONSIBLE PROPERTY TRANSFER ACT OF 1988
\$266,250.00 LOAN BY CSA FRATERNAL LIFE
6951 West Stanley, Berwyn, Illinois

1.) Is the Facility subject to reporting under Section 312 of the Federal Emergency Response and Community Right to Know Act of 1986 (EPRCA)?

Yes

No

2.) Has the facility and underground storage tank which requires registration with the State Fire Marshall?

Yes

No


The foregoing questions have been answered to the best of the knowledge and belief of the undersigned.

If the answer to either one of the above is yes, the Responsible Property Transfer Act of 1988 may apply.

If the answer to both of the above is no, the Responsible Property Transfer Act of 1988 should not apply.

Should you have any questions whether or not either one of these apply, please consult your attorney.

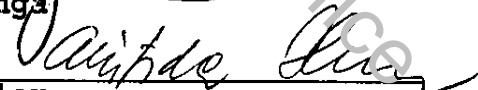
Dated: September , 1999



Peter Stanga



Mary A. Stanga



Aristide Ibler

CSA FRATERNAL LIFE,
a Fraternal Life Insurance Society

By: George J. Sova

Its: TREASURER

Attest: Monica B. Rangel
Secretary

STATE OF ILLINOIS)

COUNTY OF C O O K)

) SS

***OLD KENT BANK SUCCESSOR TO PINNACLE BANK

I, Carol Pratali, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Glenn J. Richter, Vice Pres. of PINNACLE BANK, an Illinois Banking Corporation, and Nancy Fudala, Asst. Secretary of said Corporation, personally known to me and known to be the same persons whom name are subscribed to the foregoing instrument as such Vice President and Asst. Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth and the said Asst. Sec. did also then and there acknowledge that he/she as custodian of the corporation seal of said Company, did affix the said corporate seal of said Company to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 5th day of October ~~September~~, 1999



Carol Pratali
Notary Public