

RIDER TO TRUST DEED

This Rider is made this March 14, 1988 and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Borrower's Note to the holder of the Note and covering the property described in the Trust Deed and located at 344 Wellington, Chicago, Illinois ("Premises").

In addition to the covenants and agreements made in the Trust Deed, Mortgagor and the holder of the Note further covenant and agree as follows:

17. To further secure the payment of said principal sum of money and interest thereon, Mortgagors agree to deposit with the holder of the Note on the first day of each and every month commencing the first day of May 1, 1988 until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of 110% of the annual real estate taxes, special assessment levies and property insurance premiums (hereinafter referred to as "Funds"). Said Funds shall be held by the holder of the Note in accordance with the terms and provisions of this paragraph without any allowance of interest, and may be applied by said holder toward payment of taxes, special assessment levies and insurance premiums when due, but the holder of the Note shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof, except upon presentation of such bills. Mortgagors agree to deposit within ten (10) days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes, assessments (general and special) and/or insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. Mortgagors acknowledge that the sums so deposited shall create a debtor-creditor relationship only and shall be considered to be held by the holder of the Note in trust and that the holder of the Note shall not be considered to have consented to act as Mortgagors' agent for the payment of such taxes, levies and premiums. In the event of a default in any of the provisions contained in this Trust Deed or in the Note secured hereby, the holder of the Note may, at their option, without being required to do so, apply any monies at the time of deposit on any of the Mortgagors' obligations herein or in the Note contained in such order and manner as the holder of the Note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagors or to the then owner or owners of the mortgaged premises.

18. At the option of the holder of the Note and without notice to Mortgagor, Mortgagor's successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three (3) days either in the payment of any installments of principal and interest or in the event of the failure of Mortgagor or Mortgagor's successors or assigns to do any of the things specifically set forth in this Trust Deed or in the event Mortgagor, Mortgagors' beneficiaries, or any other obligor, or guarantor default under any other document given by any of them to secure the obligations hereby secured or under the loan commitment of Mid Town Bank and Trust Company of Chicago to Michael C. Birnkrant and Susan Birnkrant dated March 10, 1988 and any and all modifications, revisions, or extensions thereto, the provisions of which are incorporated herein by reference.

19. In the event the Mortgagor sells, transfers or otherwise disposes of the Premises or permits a lien (paramount

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or junior) to be placed on the Premises, to secure a loan or other obligations, or in the event the Mortgagor permits a lien to attach to the Premises, the holder of the Note shall have the right to declare immediately due and payable the principal sum secured hereby and all interest accrued thereon.

20. Notwithstanding anything in the Note or Trust Deed to the contrary, the death of all Mortgagors and/or all guarantors of the indebtedness herein mentioned shall be a default in the performance of any agreement of the Mortgagors hereunder and the holder of the Note shall be entitled to all rights and remedies given in the Trust Deed in the event of default in the performance of any agreement of the Mortgagors contained herein.

21. In the event that the holder of the Note shall, in good faith, deem itself insecure, the holder of the Note shall have the right to accelerate the instalments of principal and interest due hereunder.

22. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebtedness hereby secured the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total amount of the indebtedness hereby secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.

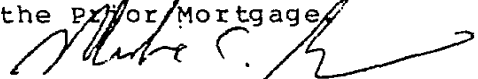
23. This Trust Deed shall be construed under Illinois law. If any provisions hereof are invalid under Illinois law, such invalidity shall not affect the validity of the rest of the Trust Deed and Rider.

24. The Premises are to be occupied by you during the entire term of the loan and any and all extensions or modifications thereof and, if this requirement is not met, the holder of the Note shall be entitled to all rights and remedies given in this Trust Deed in the event of default in the performance of any agreement of the Mortgagor contained herein.

25. The proceeds of the loan secured by this Trust Deed will be used for the purpose specified in Paragraph 6404 (1)(c) of Chapter 17 of the Illinois Revised Statutes (1981); the loan secured hereby constitutes a business loan within the meaning of said Section and that, accordingly, the loan secured hereby is exempt from the Illinois usury requirements.

26. Any default under that certain Security Agreement (Chattel Mortgage) dated March 14, 1988 between Michael C. Birnkrant and Susan Birnkrant, Debtors, and Mid Town Bank and Trust Company of Chicago, Secured Party, shall constitute a default hereunder.

27. The premises subject hereto is subject to a lien of a Prior Mortgage ("Prior Mortgage") filed with the Recorder of Deeds of Cook County, Illinois on July 6, 1984, as document number 27162445 made by The Cumberland Federal Savings & Loan Association to secure a note in the amount of \$705,000.00. Any default under the Prior Mortgage shall be considered a default hereunder which default shall, notwithstanding anything to the contrary contained herein or contained in the note which this trust deed secures, shall have the same grace period, if any, for curing default as set forth in the Prior Mortgage. This Trust Deed is subordinate and junior to the Prior Mortgage.

By: 
Michael C. Birnkrant

By: 
Susan Birnkrant

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THE WEST 60 FEET OF THE EAST 120 FEET OF THE WEST 220 FEET OF LOT 3 IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN THE LAKE FRONT ADDITION IN THE NORTH EAST FRACTIONAL ONE-QUARTER (1/4) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, AS ESTABLISHED BY DECREE ENTERED IN CASE 256886 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID SUBDIVISION OF LOTS 2 AND 3 AFORESAID RECORDED SEPTEMBER 6, 1912 AS DOCUMENT NUMBER 5038117, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 344 WELLINGTON, CHICAGO, ILLINOIS 60657 TAX IDENTIFICATION NO. 14-28-202-008-0000

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Robert Lee