

MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This Indenture, made this 1st day of September, 1989, by and between Cole Taylor Bank fka Cole Taylor Bank/Ford City fka Ford City Bank and Trust, the owner of the mortgage or trust deed hereinafter described, and Donald Sallen and Sylvia Sallen representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Cole Taylor Bank dated August 7, 1986, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded August 7, 1986, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in XXXXXXXXXXXX of XXXXXXXXXXXX at page xxx as document No. 86341488 conveying to Cole Taylor Bank fka Cole Taylor Bank/Ford City fka Ford City Bank and Trust Co. certain real estate in Cook County, Illinois described as follows:

SEE ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

2. The amount remaining unpaid on the indebtedness is \$ 340,667.29.

3. Said remaining indebtedness of \$ 340,667.29 shall be paid on or before March 1, 1990 and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until March 1, 1990, at the rate of 11.00 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 11.00 per cent per annum, and interest after maturity at the rate of 15.00 per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at 5501 West 79th Street, Burbank

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.

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STATE OF CALIFORNIA

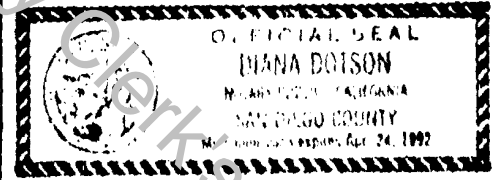
COUNTY OF SAN DIEGO

} ss. MORTGAGE MODIFICATION AND EXTENSION AGREEMENT (ART-5)

On OCTOBER 2ND 1989 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONALD SALLIN AND SYLVIA SALLIN

Acknowledgment - Individual

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name ABE subscribed to the within instrument and acknowledged that THEY executed the same.



69506520

WITNESS my hand and official seal.

Signature Maria Botson

(This area for official notary seal)

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Party, or occurring with respect to First Party's business or operations, which indemnification shall survive the payment in full of all indebtedness secured by the Mortgage.

4. The breach of any warranties, representations, covenants or agreements contained in this Rider or the giving to First Party of any notice of the type described in Paragraph 1 of this Rider (regardless of whether any Environmental Contamination of the type described in Paragraph 1 of this Rider has occurred and regardless of whether First Party has notified Trustee of the receipt of any such notice) shall entitle Trustee to accelerate the maturity of all unpaid indebtedness secured by the Trust Deed, and all such indebtedness shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Trustee shall have all remedies stated in the Trust Deed or otherwise available to it.

DATED: SEPTEMBER 1, 1989

FIRST PARTY:


Donald W. Sallen


Sylvia Sallen

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MORTGAGE MODIFICATION AND
EXTENSION AGREEMENT (PT. 4)

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On OCTOBER 2ND 1989 before me, the undersigned, a Notary Public in and for said
County and State, personally appeared DONALD SALLEN AND SYLVIA SALLEN

personally known to me or proved to me on the basis of
satisfactory evidence to be the persons _____
whose names ARE subscribed to the within
instrument and acknowledged that THEY
executed the same.

Acknowledgment - Individual



89506530

WITNESS my hand and official seal.

Signature Diana Dotson

(This area for office notarial use.)

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5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.



Donald W. Sallen (SEAL)
Donald W. Sallen (SEAL)
Sylvia Sallen (SEAL)
Sylvia Sallen (SEAL)

This instrument was prepared by Jonathan P. Gilfillan, Cole Taylor Bank
5501 Webster (Address)
Burbank, Illinois 60459

Clerk's Office

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ATTACHMENT FOR MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

PARCEL 1

LOTS 1,2,3,4, AND 5, EXCEPT THE WEST 60 FEET THEREOF IN C.S. SHERMAN'S SUBDIVISION OF THE SOUTH 245 FEET OF THE EAST 189 FEET OF TWO TRACTS KNOWN AS BLOCK 6 OF DUNCAN'S ADDITION AND BLOCK 13 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN:

PARCEL 2

ALL OF THE EAST AND WEST 18 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 1,2, AND 3, LYING NORTH AND NORTHWESTERLY OF AND ADJOINING THE NORTH AND NORTHWESTERLY LINES, RESPECTIVELY, OF LOT 4, LYING SOUTH AND SOUTHWESTERLY OF AND ADJOINING THE SOUTH AND SOUTHWESTERLY LINES, RESPECTIVELY, OF LOT 5, AND LYING EAST OF AND ADJOINING A LINE DRAWN FROM THE INTERSECTION OF THE WEST AND NORTHWESTERLY LINES OF SAID LOT 4 TO THE INTERSECTION OF THE WEST AND SOUTHWESTERLY LINES OF SAID LOT 5 IN C.S. SHERMAN'S SUBDIVISION OF THE SOUTH 245 FEET OF THE EAST 189 FEET OF TWO TRACTS KNOWN AS BLOCK 6 OF DUNCAN'S ADDITION AND BLOCK 13 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 130 SOUTH MORGAN
CHICAGO, ILLINOIS

P.I.N. 17-17-211-018
17-17-211-019
17-17-211-020
17-17-211-021
17-17-211-023

Cook County Clerk's Office

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RIDER TO TRUST DEED OR MORTGAGE

EXTENSION AGREEMENT

This is a Rider to a Trust Deed or Mortgage, dated September 1, 19 89 (the "Trust Deed") executed by Donald & Sylvia Sallen as First Party, Borrower or Mortgagor (the "First Party") in favor of Cole Taylor Bank as Trustee, Lender or Mortgagee (the "Trustee"). All terms and provisions of this rider shall have the same force and effect as if same were stated in the Trust Deed. If First Party is a land trust, all warranties, representations, covenants and agreements contained herein and made by First Party shall also apply and refer to any beneficiary of First Party.

1. First Party warrants and represents to Trustee that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") has occurred or is existing on any portion of any real estate which is the subject of the Trust Deed (the "Premises") or, to the best knowledge of First Party, on any other real estate now or previously owned, leased, occupied or operated by First Party or with respect to First Party's business and operations, and First Party has not received notice from any source, oral or written, of any of the following occurrences:
 - 1.1 any such Environmental Contamination;
 - 1.2 that First Party's business and operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;
 - 1.3 that First Party is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;
 - 1.4 that any portion of the Premises or of any other property or assets of First Party, real or personal, is subject to any lien arising under any federal, state or local environmental, health and safety statutes or regulations.
2. First Party covenants and agrees, until all indebtedness or obligations secured by the Mortgage are paid in full:
 - 2.1 First Party shall not cause or permit to exist any Environmental Contamination on any portion of the Premises or on any portion of any other real estate now or hereafter owned, leased, occupied or operated by First Party, or with respect to the business and operations of First Party.
 - 2.2 First Party shall immediately notify Trustee of its receipt of any notice, oral or written, of the type described in Paragraph 1 of this Rider.
3. First Party hereby indemnifies and holds Trustee harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including attorneys' fees and costs, incurred by Trustee and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements or Trustee's becoming liable, in any manner whatsoever, for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the Premises or on any other real estate previously, now or in the future owned, leased, occupied or operated by First