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FIFTH EXTENSION AND MODIFICATION AGREEMENT

FIFTH Extension and Modification Agreement made as of the 7th day of July, 1989, by and among The Cosmopolitan National Bank of Chicago, a national banking association (the "Bank"), individually, and Raney Harris, Inc., an Illinois Corporation ("Raney"), Hubert R. Brummett ("Brummett") and The Cosmopolitan National Bank of Chicago, not personally but as trustee under trust agreements dated March 2, 1973 and known as trust no. 20604, and dated May 5, 1978 and known as trust no. 24110 (the "Trustee").

RECITALS

1. WHEREAS, the Bank is the owner and holder of a certain Promissory Note dated July 2, 1984 in the principal amount of \$150,000.00 (the "Note"), which note is executed by Brummett and Raney, jointly and severally, (which persons are referred to hereinafter as the "Co-Signers"); and

2. WHEREAS, the Note is secured by a trust deed of even date therewith, and recorded in the Office of the Recorder of Cook County, Illinois as document no 27172118, conveying to The Cosmopolitan National Bank of Chicago, as trustee, certain real estate in Cook County, Illinois (as hereinafter legally described in Exhibit "A" attached hereto and which real estate is hereinafter referred to as the "Property"), (the "Trust Deed") is further secured by an assignment of rents of even date therewith, and recorded in the Office of the Recorder of Cook County, Illinois as document no 27172119, by which the Trustee assigned to The Cosmopolitan National Bank of Chicago, individually, all the rents, earnings, income, issues and profits from the Property (the "Assignment"), and the Note is

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further secured by other security as specified in the Note (the "Security Instruments"); and

3. WHEREAS, the Trustee is the legal titleholder of the Property; and

4. WHEREAS, the parties hereto have previously extended the due date of the Note from July 5, 1985 to July 7, 1986 pursuant to an Extension Agreement dated as of June 17, 1985 and recorded in the Office of the Recorder of Cook County, Illinois, as document 85092523 and further extended the due date of the Note from July 7, 1986 to July 8, 1987 pursuant to a Second Extension Agreement dated as of July 7, 1986 and recorded in the Office of the Recorder of Cook County, Illinois, as document 86347150, and further extended the due date of the Note from July 8, 1987 to July 8, 1988 pursuant to a Third Extension Agreement dated as of July 8, 1987 and recorded in the Office of the Recorder of Cook County, Illinois, as document 87421496, and further extended the due date of the note from July 8, 1988 to July 7, 1989 pursuant to a Fourth Extension agreement dated as of July 8, 1988 and recorded in the Office of the Recorder of Cook County, Illinois, as document 88417272 (together referred to hereinafter as the "Prior Extensions").

5. WHEREAS, the parties hereto desire to further extend the time for payment of said note.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The above-stated Recitals are incorporated by this reference herein.

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2. The amount of principal remaining unpaid on the Note as of this date is \$100,000.00.

3. Pursuant to the terms of the Note and Trust Deed and the Prior Extensions, the unpaid principal amount was due or to become due on July 7, 1989. Said due date is hereby extended to and including July 7, 1990.

4. The Co-Signers, in consideration of such extension, promise and agree to pay said unpaid principal amount at the rate of two per cent (2%) per annum above the Bank's announced prime interest rate from time to time, which interest payments shall be due on the 1st day of each month, commencing August 1, 1989, and thereafter until maturity of said principal amount as hereby extended and with interest after maturity at eight per cent (8%) per annum above said announced prime rate. Both principal and interest shall be payable in legal tender of the United States of America current on the due date thereof, at such banking house or trust company in the City of Chicago as the holder of said note may from time to time in writing appoint, and in default of such appointment, then at the office of The Cosmopolitan National Bank of Chicago in said City.

5. In the event of any default under the Note, Trust Deed or any of the Security Instruments, the Bank may, at its option exercise any one or more or all of its rights under the Note, Trust Deed, Assignment or any of the Security Instruments in the same manner as if this extension had not been granted.

6. This FIFTH Extension and Modification Agreement is supplementary to the Note, Trust Deed, Assignment and Security Instruments, all the terms, conditions and provisions thereof, including the right to declare principal and accrued interest

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State of Illinois

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due for any cause specified in the Note, Trust Deed or Security Instruments, and any prepayment privileges therein expressly provided for, shall remain in full force and effect, except as herein expressly modified. The provisions of this FIFTH Extension and Modification Agreement shall inure to the benefit of the Bank and any other holder of the Note and shall be binding on the Co-Signers and the Trustee and any and all heirs, personal representatives, successors and assigns thereof.

7. This FIFTH Extension and Modification Agreement is executed by The Cosmopolitan National Bank of Chicago, not personally but as trustee as aforesaid under trust nos. 20604 and 24110, in the exercise of power and authority conferred upon and vested in it as such trustee (and said The Cosmopolitan National Bank of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on The Cosmopolitan National Bank of Chicago, as trustee as aforesaid, or on said The Cosmopolitan National Bank of Chicago personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereon, or any indebtedness accruing hereunder or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the Note and by every person now or hereafter claiming any right or security thereunder, and that so far as The Cosmopolitan National Bank of Chicago, as trustee as aforesaid under trust nos. 20604 and 24110, and its successors and said The Cosmopolitan National Bank of Chicago personally are concerned, the holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed or proceeding under the Assignment in the manner therein and in the Note provided, or

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by action to enforce the personal liability of the Co-Signers on the Note, or by proceeding against the Co-Signers under the Assignment, or under the Security Instruments, one or all, whether or not proceedings to foreclose the Trust Deed have been instituted.

IN WITNESS WHEREOF, the Bank and the Co-Signers have caused this FIFTH Extension and Modification Agreement to be executed by said individuals and the duly authorized officers of the Bank and the Trustee as of the day and year first mentioned above.

The Cosmopolitan National Bank

of Chicago

By: *Arthur J. Moran*

Vice President

Hubert R. Brummett
Hubert R. Brummett

Attest: *Jane Steffen*

Trust Officer

Raney-Harris, Inc. an
Illinois corporation

By: *Hubert R. Brummett*

President

Attest: *Marilyn Dean*

Secretary

The Cosmopolitan National Bank of
Chicago, as trustee as aforesaid
and not personally, under trust nos.
20604 and 24110

By: *Eileen J. Gamburdino*

Asst. Vice-President and Trust
Officer

Attest: *Julie E. Paavola*

Trust Officer

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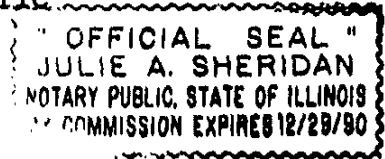
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in aforesaid County, in the State aforesaid, DO HEREBY CERTIFY, that Antonio R. Guillen, Vice President of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, and SANDRA STEFFENS, Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, 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 Bank, for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that She, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7TH day of JULY, 1989.

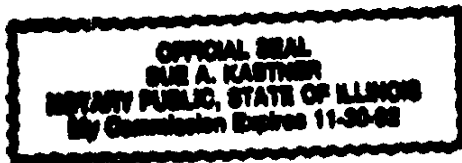
Julie A. Sheridan
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Trust Officer of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, 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 of said Bank, a trustee as aforesaid, for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that she, as custodian of the Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as trustee aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of July, 1989.



Sue A. Kastner
Notary Public

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SEAL OF THE CLERK OF COOK COUNTY
JANE JACOBO
CLERK OF COOK COUNTY
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SEAL OF THE CLERK OF COOK COUNTY
JANE JACOBO
CLERK OF COOK COUNTY
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

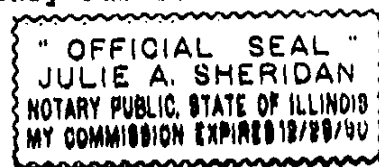
I, the undersigned, a Notary Public in for said County, in the State aforesaid, DO HEREBY CERTIFY, that Hubert R. Brummett, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed,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

Given under my hand and notarial seal this 7TH day of JULY, 1989.

Julie A. Sheridan

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

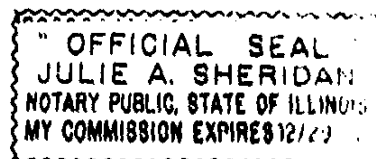


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Hubert R. Brummett, personally known to me to be the President of Raney-Harris, Inc., an Illinois corporation, and Marilyn Princin personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such President and Secretary, they signed and delivered the said instrument pursuant to authority given by the board of directors and shareholders of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11TH day of JULY, 1989.

Julie A. Sheridan

Notary Public



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Parcel 1: Trust no. 24110

Lot 7 in Block 1 in Vincent, a subdivision of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 40 North, Range 14 East of the Third Meridian, in Cook County, Illinois.

Parcel 2: Trust no. 20604

Lots 21 and 22 in Block 1 in Vincent, being a subdivision of the Northeast 1/4 of the Northwest 1/4 Section 31, Township 40 North, Range 14 East of the Third Principal Meridian (except railroad), in Cook County, Illinois.

Parcel 1

P.R.I.N. 14-31-110-002-0000

Street Address: 2015 W. Fullerton, Chicago, IL 60614

Parcel 2

P.R.I.N. 14-31-110-017-0000; 14-31-110-018-0000

Street Address: 2333 N. Seeley, Chicago, IL 60647

Mail to: Julie A. Sheridan
Commercial Loan Officer
Cosmopolitan Bank
The Cosmopolitan National Bank of Chicago
801 North Clark Street
Chicago IL 60610-3287

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