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MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS INDENTURE, made this 17th day of September, 1990, by and between Cole Taylor Bank, the owner of the mortgage or trust deed hereinafter described, and John F. Amico & Co., A Corp. 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 John F. Amico & Co., A Corp. dated June 1, 1990, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded November 19, 1989 in the office of the Recorder of Cook County, Illinois, as document No. 89517737 as extended by Extension Agreement recorded August 10, 1990, as Document No. 90288580, in the office of the Recorder of Cook County, Illinois, conveying to Cole Taylor Bank certain real estate in Cook County, Illinois described as follows:

Lot 1 through 22, inclusive in block 8 in the resubdivision of Lessey and Boroff's subdivision of the 18 acres West of railroad in the south 1/2 of the North West 1/4 of Section 15, Township 36 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded October 26, 1960 as document number 18000763 and corrected by plat recorded February 6, 1961 as document number 18079053, in Cook County, Illinois. Commonly known as: 15301 South Cicero Avenue, Oak Forest, Illinois 60452.

Permanent Tax No.'s: 28-15-109-020; 28-15-109-023 through 28-15-109-044; inclusive.

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RECORDER

2. The amount remaining unpaid on the indebtedness \$450,000.00.

3. Said remaining indebtedness of \$450,000.00 and an additional \$200,000, shall be paid on or before May 2, 1991, 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 May 2, 1991, at the rate of P plus 1 1/2 per cent per annum, and interest after maturity at the rate of P plus 5 per cent per annum, ("P" as used herein means Lender's prime rate, a floating rate of interest determined by Lender as evidenced by Lender's books and records) 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 Burbank as the holder or holders of the said principal

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note or notes may from time to time in writing appoint, and in default of such appointment then at Cole Taylor Bank. Such indebtedness shall be evidenced by a new promissory note in the principal amount of \$650,000.00, bearing interest at the rate of P plus one per cent per annum made by John F. Amico & Co., A Corp., payable to Owner, dated September 17, 1990, with interest payable monthly on the 15th day of each month, with all interest and principal due May 2, 1991 (the "New Note").

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 20 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 New Note, become and be due and payable, in the same manner as if said extension had not been granted.

5. Said mortgage or trust deed shall secure said New Note, plus all other amounts described in said mortgage or trust deed.

6. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the New Note, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or New Note, 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 New Note 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 written above.

Cole Taylor Bank

John F. Amico & Co., A Corp.

By: *Daniel Hamburg*
Daniel Hamburg
Senior Vice President

By: *John F. Amico*
John F. Amico
President

This instrument was prepared by: Rhonda Prost
5501 W. 79th Street
Burbank, IL 60459

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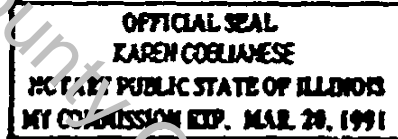
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STATE OF ILLINOIS _____)
) SS.
COUNTY OF COOK _____)

I, KAREN COBLIAESE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, President of _____ and _____, Secretary of said Corporation, who are personally known to me to be the same persons of whose names are subscribed to the foregoing instrument as such _____ and _____, 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 Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his 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 1st day of February 1991.

Notary Public



Cook County Clerk's Office

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