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MODIFICATION AGREEMENT

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This Modification (the "Modification Agreement") of Promissory Note, Mortgage and Security Agreement, Assignment of Rents and Leases, Collateral Security Agreement and Assignment of Beneficial Interest, Loan Agreement, Guarantys, and Pledge of Partnership Account Agreement (all collectively referred to herein as the "Loan Documents") made as of this 16th day of October, 1989 by and between COLE TAYLOR BANK, formerly known as COLE TAYLOR BANK/MAIN, not personally, but as Trustee under Trust Agreement dated August 8, 1988, and known as Trust Number 88-174 ("Borrower"), CHICAGO AUTO CARE AND RETAIL CENTER LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), CHARLES R. MALK and STEVEN M. HARRIS (collectively, the "Guarantors") and COLE TAYLOR BANK, formerly known as COLE TAYLOR BANK/MAIN ("Lender").

WITNESSETH THAT:

WHEREAS, Borrower, in connection with that certain Loan Agreement (the "Loan Agreement") dated August 31, 1988 between Borrower, the Partnership and Lender, relating to a Four Million Eight Hundred Thousand and No/100 (\$4,800,000.00) Dollar loan (the "Loan") from Lender to Borrower, has executed and delivered to Lender that certain Promissory Note dated August 31, 1988 in the principal amount of Four Million Eight Hundred Thousand Dollars (\$4,800,000) (the "Note"), which Note is secured by a Mortgage and Security Agreement of even date therewith, recorded with the Recorder of Deeds of Cook County, Illinois as Document Number 88412670 and registered with the Registrar of Torrens; Cook County, as Document Number LR3738054, on property commonly known as 900 West North Avenue, Chicago, Illinois; 900 and 901 W. Weed Street, Chicago, Illinois (the "Premises") and legally described in Exhibit "A" attached hereto (the "Mortgage"); and

WHEREAS, the Note is further secured by an Assignment of Rents and Leases (the "Assignment of Rents") of even date therewith, registered with the Registrar of Torrens, Cook County, Illinois as Document Number LR 3738055, and recorded with the Recorder of Deeds of Cook County, Illinois as Document Number 88412671; and

WHEREAS, the Guarantors and the Partnership have executed written Guarantys (the "Guarantys") of the Note of even date therewith and the Partnership has executed both a Collateral Security Agreement and Assignment of Beneficial Interest (the "Assignment of Beneficial Interest") and Pledge of Partnership Account (the "Partnership Pledge") to secure its obligations under the Guaranty executed by the Partnership and

THIS INSTRUMENT PREPARED BY
AND SHALL BE RETURNED TO:

Donna M. Shaw
Schwartz & Freeman
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611

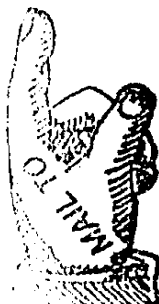
STREET ADDRESS:

900 West North Avenue
Chicago, Illinois

900 and 901 W. Weed Street
Chicago, Illinois

PERMANENT INDEX NUMBER

17-05-208-017	17-05-213-016
17-05-208-018	17-05-213-017
17-05-208-019	17-05-213-018
17-05-208-020	17-05-213-019
17-05-208-021	17-05-213-020
17-05-208-023	17-05-213-021
17-05-213-003	17-05-213-022
17-05-213-004	17-05-213-023
17-05-213-013	17-05-213-024
17-05-213-014	17-05-213-028
17-05-213-015	



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WHEREAS, Borrower has requested that Lender agree to lend to Borrower an additional One Million Seven Hundred Thousand and No/100 (\$1,700,000) Dollars (the "Additional Loan") to be evidenced and secured by Lender's Loan Documents; and

WHEREAS, Lender has consented to lend the Additional Loan in accordance with the terms of this Modification Agreement; and

WHEREAS, the parties hereto are desirous of amending the terms of the Loan Documents.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

1. Lender's execution of the Present Modification Agreement is conditioned upon Borrower delivering to Lender:

(a) Four Thousand Two Hundred Fifty and No/100 (\$4,250.00) Dollars, and

(b) At Borrower's expense, an endorsement to the Title Policy, as defined in the Loan Agreement (i) increasing the amount thereof to \$6,500,000.00, and (ii) insuring the lien of the Mortgage as modified by the Modification Agreement as being a first lien on the Premises subject only to those title exceptions as may be acceptable to Lender.

2. It is hereby agreed that the Note is hereby modified as follows:

(a) The original principal balance thereof is hereby changed from "Four Million Eight Hundred Thousand and No/100 Dollars" to "Six Million Five Hundred Thousand and No/100 Dollars" or such lesser amount as may be disbursed by Lender pursuant to the terms of the Loan Agreement.

(b) The interest rate as described in Paragraph 2(A) and 2(C)(ii) is hereby changed from "one and three-eighths (1-3/8%) percentage points over the Floating Rate as changing from time to time" to one (1%) percentage point over the Floating Rate as changing from time to time and interest at the aforesaid new rate shall commence to accrue on the outstanding principal balance of the Note as of October 16, 1989.

(c) There is hereby added the following additional sub-paragraph to paragraph 2 of the Note to-wit:

"2(c)(iii) In addition to all other amounts due and owing hereunder, in the event the full principal balance of this Note together with all accrued interest is not paid to Lender by April 30, 1990, there shall be paid to Lender on April 30, 1990 the sum of Four Thousand Two Hundred Fifty and No/100 (\$4,250.00) Dollars as and for an additional commitment fee which Borrower hereby acknowledges as being fully earned by Lender as of the date hereof."

3. It is hereby agreed that the Mortgage is hereby modified as follows:

(a) The first four lines of the second paragraph on the first page of the Mortgage are hereby restated to read:

"Whereas, Trustee is indebted to Lender in the principal sum of Six Million Five Hundred Thousand and No/100 (\$6,500,000.00) Dollars, which indebtedness is evidenced by Trustee's Promissory Note of even date herewith as modified pursuant to that certain Modification Agreement dated as of October 16, 1989 (herein called the "Note")."

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(b) The last three lines of paragraph 1.1 are hereby restated to read:

"Trustee, Beneficiary and Lender (all of said documents, as modified pursuant to that certain Modification Agreement dated as of October 16, 1989, including the Note and this Mortgage are hereafter referred to herein as the "Loan Documents")."

4. It is hereby agreed that the Assignment of Rents is hereby modified by restating the sixth through thirteenth lines of page 2 to read:

"and interest on that certain promissory note (the "Note") of the Borrower dated as of August 31, 1988, modified pursuant to that certain Modification Agreement dated October 16, 1989 (the "Modification Agreement"), payable to the order of the Assignee in the face principal amount of \$6,500,000.00 expressed to bear interest prior to maturity, and after maturity until paid, as set forth in the Note, (ii) the performance of all obligations, covenants, premises and agreements contained herein or in that certain Mortgage and Security Agreement daed of even date herewith from the Assignor to the Assignee, as modified pursuant to the Modification Agreement (the "Mortgage"),"

5. It is hereby agreed that the Loan Agreement is hereby modified as follows:

(a) Any and all references in the Loan Agreement stating that the principal amount of the Loan as defined therein is "\$4,800,000.00" are hereby changed to "6,500,000.00."

(b) That there hereby is added to the Loan Agreement the following additional paragraph:

"2.13 Additional Loan. Pursuant to the request of Borrower, Lender has agreed to increase the Loan by an additional amount equal to \$1,700,000.00 (the "Additional Loan Amount") and in connection with the disbursement of the Additional Loan Amount it is hereby agreed that:

(a) Lender's obligation to disbursement of any portion of the Additional Loan Amount shall be made upon the same terms and conditions as set forth in this Loan Agreement.

(b) In addition, \$1,100,000.00 of the Additional Loan Amount shall only be used by Borrower for lease hold improvements to the unleased approximate 30,000 square foot portion of the building commonly known as 901 W. Weed, Chicago, Illinois (said unleased portion hereafter referred to as the "Weed Property") and Lender shall have no obligation to advance any portion of said \$1,100,000.00 until such time as Borrower has delivered to Lender a lease or leases for the Weed Property which Lender in its sole discretion finds acceptable both in terms of the proposed tenant or tenants for same as well as in regard to all other terms of said lease or leases including but not limited to duration and amount of rent to be paid thereunder."

6. Guarantors by executing the present agreement hereby acknowledges and agrees to all the terms hereof and agree that the Liabilities as defined in the Guarantys executed by them include the Additional Loan as well as all interest due thereon.

7. The Partnership by executing the present agreement hereby acknowledges and agrees to all the terms hereof and agrees that the Liabilities as defined in the Guaranty executed by the

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Partnership includes the Additional Loan as well as all interest due thereon and that the collateral pledged under the Partnership Pledge and Assignment of Beneficial Interest secures not only the original Loan but also the Additional Loan and all interest due thereon.

8. Except for the modifications stated herein, the Loan Documents are not otherwise changed, modified or amended.

THIS MODIFICATION is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Cole Taylor Bank, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against Cole Taylor Bank, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein, either express or implied, all such personal liability, if any, being hereby expressly waived and released by Lender, and by all persons claiming by or through or under said parties and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

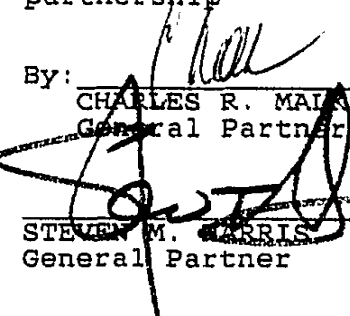


CHARLES R. MAIN, individually

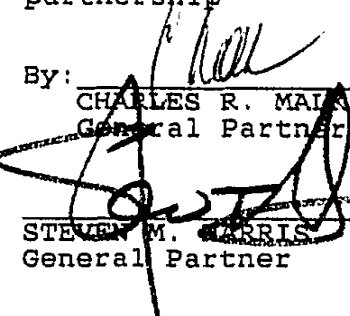


STEVEN M. HARRIS, individually

CHICAGO AUTO CARE AND RETAIL
CENTER LIMITED PARTNERSHIP,
an Illinois limited
partnership

By: 

CHARLES R. MAIN,
General Partner



STEVEN M. HARRIS,
General Partner

COLE TAYLOR BANK, formerly known
as COLE TAYLOR BANK/MAIN not
individually, but as Trustee
aforesaid

By: 

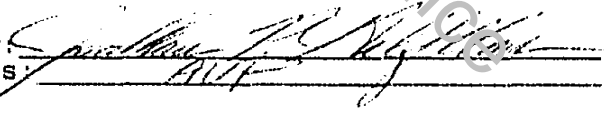
Its: Vice President

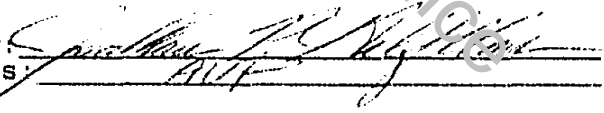
Attest: 

Its: Assistant Secretary

Accepted and Agreed to:

COLE TAYLOR BANK, formerly known
as COLE TAYLOR BANK/MAIN

By: 

Its: 

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY:

PARCEL 1:

THE EAST 6 FEET 4 INCHES OF LOT 4, LOT 3 (EXCEPT THE EAST 1.0 FEET THEREOF) IN J.A. YALE'S RESUBDIVISION OF BLOCK 39 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL OF LOT 1, ALL OF LOT 2 AND THE EAST 1 FOOT OF LOT 3 IN BLOCK 39 IN J.A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61, AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOT 4 (EXCEPT THE EAST 6 FEET 4 INCHES THEREOF) AND LOT 5 IN J.A. YALE'S RESUBDIVISION OF BLOCK 39 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOTS 20, 21 AND 22 IN YALE'S RESUBDIVISION OF BLOCK 45 IN ELSTON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOTS 23, 24 AND 25 IN YALE'S RESUBDIVISION OF BLOCK 45 IN ELSTON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 5 AFORESAID, LYING NORTH OF A LINE DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT, 17.0 FEET SOUTHERLY OF THE NORTHWESTERLY CORNER THEREOF, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 1 AFORESAID, 16.62 FEET SOUTHERLY OF THE NORTHEASTERLY CORNER THEREOF ALL IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOTS 36, 37, 38 AND THE NORTH 1/2 OF LOT 39 IN YALE'S RESUBDIVISION OF BLOCK 45 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 6:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN YALE'S RESUBDIVISION OF BLOCK 45 IN ELSTON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT 9 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF LOT 9; THENCE SOUTH 76.4 FEET MORE OR LESS; THENCE EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE 4.17 FEET; THENCE SOUTH 47.6 FEET TO THE SOUTH LINE OF SAID LOT 9; THENCE WEST 4.17 FEET TO THE SOUTH WEST CORNER OF LOT 9; THENCE NORTH 47.6 FEET TO THE POINT OF BEGINNING, ALL IN YALE'S RESUBDIVISION OF BLOCK 45 IN ELSTON'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PARCEL 7:

ALL THAT PART OF THE EAST AND WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINES OF LOTS 1 TO 9 INCLUSIVE, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 36 AND LYING EAST OF AND ADJOINING THE WEST LINE OF SAID LOT 9 PRODUCED SOUTH TO THE NORTH WEST CORNER OF SAID LOT 36, ALL IN BLOCK 45 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72, IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 8:

LOT 31 (EXCEPT THE WEST 9.95 FEET THEREOF) AND ALL OF LOTS 32 THROUGH 38, INCLUSIVE IN JOHN A. YALE'S RESUBDIVISION OF BLOCK 39 OF ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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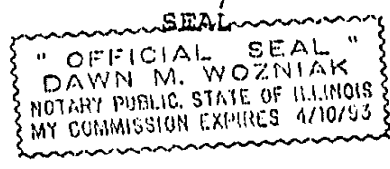
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Dawn M. Wozniak, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that CHARLES R. MALK, a General Partner of CHICAGO AUTO CARE AND RETAIL CENTER LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument and executed same as his free and voluntary act and as the free and voluntary act of CHICAGO AUTO CARE AND RETAIL CENTER LIMITED PARTNERSHIP, an Illinois limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of DECEMBER, 1989.

Dawn M. Wozniak
Notary Public



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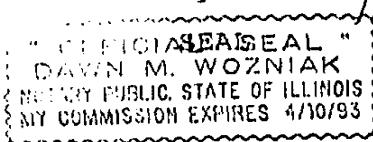
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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Dawn M. Wozniak, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that STEVEN M. HARRIS, a General Partner of CHICAGO AUTO CARE AND RETAIL CENTER LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument and executed same as his free and voluntary act and as the free and voluntary act of CHICAGO AUTO CARE AND RETAIL CENTER LIMITED PARTNERSHIP, an Illinois limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of DECEMBER 1989.

Dawn M. Wozniak
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Linda L. Horcher, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol L. Ennis, of COLE TAYLOR BANK formerly known as COLE TAYLOR BANK/MAIN, as Trustee under Trust Agreement dated August 8, 1988 and known as Trust Number 88-174 and Phyllis Lindstrom, of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 Bank, as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of December, 1989.

Linda L. Horcher
Notary Public

OFFICIAL SEAL
LINDA L. HORCHER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/18/90

My Commission Expires:
9/18, 1990

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

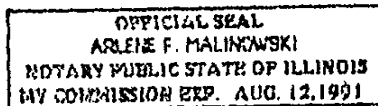
I, Arlene F. Malinowski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JONATHAN P. GILFILLAN, of COLE TAYLOR BANK formerly known as COLE TAYLOR BANK/MAIN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such JONATHAN P. GILFILLAN, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 18th day of December, 1989.

Arlene F. Malinowski
Notary Public

My Commission Expires:

August 12, 1989



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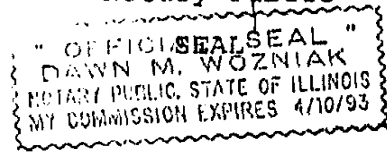
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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Dawn M. Wozniak, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that STEVEN M. HARRIS and CHARLES R. MALK, personally known to me whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument and executed same as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of DECEMBER 1989.

Dawn M. Wozniak
Notary Public



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COOK COUNTY RECORDER

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