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MODIFICATION AGREEMENT

This Modification Agreement made the 25th day of July 1991, between Beverly Bank, an Illinois Banking Corporation (Bank) and F & R Darden Corp., an Illinois Corporation, Fredrick Darden, Sr. and Renee Darden, (Borrowers), and Marquette National Bank of Chicago as Trustee under a Trust Agreement dated April 13, 1976, and known as Trust No. 7217

WITNESSETH

Whereas the Borrowers entered into a promissory note and construction loan agreement with the Bank dated November 16, 1990 under which the Bank loaned the sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars plus interest at two and one half (2.50) percent per annum in excess of the rate of interest paid by the Bank to the State of Illinois on a Certificate of Deposit (Certificate of Deposit) purchased by the State of Illinois from the Bank in connection with the Bank's entering into this loan transaction with the undersigned, which Certificate of Deposit should be in an amount not less than the amount of all indebtedness due the Bank from the undersigned and shall be for maturity of not less than three (3) year ("The Linked Deposit Rate") and which interest rate shall change when and as such Linked Deposit Rate shall change, and,

Whereas, this Modification Agreement shall be subject to all the terms and conditions of that certain promissory note dated November 16, 1990, in the amount of Fifteen Thousand and no/100 (\$15,000.00) Dollars plus interest between Beverly Bank (Bank) and F & R Darden Corp., an Illinois Corporation, and Fredrick Darden, Sr. and Renee Darden (Borrowers), and

Whereas this Modification Agreement is subject to all the terms and conditions of that certain Construction Loan Agreement dated November 16, 1990, between Beverly Bank, an Illinois Banking Corporation (Bank), and F & R Darden, Corp., an Illinois Corporation, Fredrick Darden, Sr. and Renee Darden (Borrowers) and

Whereas the original terms of that certain promissory note dated November 16, 1990 indicated the following payment schedule;

- 1) The payment of interest only January 5, 1991 and on the 5th day of each and every month thereafter, until,
- 2) July 5, 1991 when the payment of One Thousand Two Hundred Fifty & no/100 (\$1,250.00) Dollars in principal plus interest will be due and the payment of One Thousand Two Hundred Fifty & no/100 (\$1,250.00) Dollars in principal plus interest on the 5th day of each and every successive month thereafter, until,
- 3) June 5, 1992 when the entire unpaid balance of principal

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and interest, if not due sooner, shall be payable in full.

Whereas the F & R Darden Corp., an Illinois Corporation, (Borrower) has requested that Beverly Bank (Bank) modify the original terms of the Promissory Note, and Construction Loan Agreement to extend the requirement of the payment of interest only to October 5, 1991, due to delays in construction, not attributable to the Bank, and now, therefore, in consideration of the payment to the Bank of the sum of ten and no/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, for themselves, their heirs, executors, administrators, trustees, and assigns, hereby mutually agreed as follows:

Principal and interest shall be payable as follows:

- 1) The payment of interest only continuing from July 5, 1991 and on the 5th day of each and every month thereafter, until,
- 2) October 5, 1991 when the payment of One Thousand Two Hundred Fifty & No/100 (\$1,250.00) Dollars in principal plus interest will be due and the payment of One Thousand Two Hundred Fifty and no/100 (\$1,250.00) Dollars in principal plus interest on the 5th day of each and every successive month thereafter until,
- 3) June 5, 1992 when the entire unpaid balance of principal and interest, if not due sooner, shall be payable in full.
- 4) It is hereby further understood, and agreed that all of the stipulations, provisions, conditions, and covenants, of that certain Note, Construction Loan Agreement, and all other documents relating to this loan transaction shall remain in full force and effect, except as herein modified, and nothing herein shall be construed to impair the security lien of the holder of said instruments, nor to affect nor impair any right or powers which the Bank may have under said instruments for nonfulfillment of the agreement.

This modification is executed by Marquette National Bank of Chicago, not personally, but as Trustee under a Trust Agreement dated April 13, 1976, as known as Trust No. 7217, in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed by and each original and successive owner or holder of the modification agreement, that nothing herein contained shall be construed as creating any personal liability on Marquette National Bank of Chicago to pay this note or any interest that may accrue hereunder, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of F & R Darden Corp., Fredrick Darden, Sr. or Renee Darden or any other co-signer,

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endorsers, or guarantors of that certain note dated November 16, 1990, in the amount of \$15,000.00.

In witness whereof, the parties have hereunto set their hands and seals this 25th day of July, 1991.

Fredrick Darden Sr.
Fredrick Darden, Sr.

Renee Darden
Renee Darden

F & R Darden, Corp., an Illinois Corp.

By: *Fredrick Darden Sr.*
Fredrick Darden, Sr., President

Attest:

By: *Renee Darden*
Renee Darden, Secretary

Marquette National Bank of Chicago as
Trustee under a Trust Agreement dated
April 13, 1976, and known as trust
No. 7217

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee of the above, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

MARQUETTE NATIONAL BANK

TR# 7217

[Signature]
Vice President
[Signature]
Assistant Secretary

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 Assistant Secretary of said Bank, 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 they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and in the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
LUCILLE A. ZURLIS
Notary Public, State of Illinois
My Commission Expires 1/24/94

JUL 26 1991

Given under my hand and Notary Seal

Lucille A. Zurlis
Notary Public

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Approved and accepted
Beverly Bank

BY: [Signature]
Vincent C. Ragland
Ass't. Vice President

Marquette National Bank of Chicago as
Trustee under a Trust Agreement dated
April 13, 1976, and known as trust
No. 7217

Attest:
BY: [Signature]
Renae Darden, Secretary

F & R Darden, Corp., an Illinois corp.
BY: [Signature]
Fredrick Darden, Sr., President

Fredrick Darden, Sr.
[Signature]
Renae Darden

endorsees, or guarantors of that certain note dated November 16,
1990, in the amount of \$15,000.00.
In witness whereof, the parties have hereunto set their hands and
seals this 25th day of July, 1991.