9 1 0 1 5 3 0 3 91015303

EXTENSION AGREEMENT AND MODIFICATION OF MORTGAGE

WHEREAS, FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE ("Mortgagee"), has loaned to FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, not personally, but as Trustee under Trust Agreement dated July 11, 1989, and known as Trust No. 2041 as Successor to Terra Ventures, Ltd. an Illinois Corporation ("Mortgagor"), the sum of FOUR HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS ($468,000.00), (the "Loan") as evidenced by a Note dated January 30, 1989 (the "Note"), and secured by a Mortgage and Assignment of Rents dated January 30, 1989 and recorded on April 5, 1989 in the office of the Recorder of Deeds of Cook County, Illinois, as Document Numbers 89147975 (the "Mortgage") and 89147976 (the "Assignment of Rents") covering the following described premises:

PARCEL 1: Lots 11 and 12 in Block 21 in William S. Johnston's Subdivision of the East 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and

PARCEL 2: Lots 6 and 7 in the Resubdivision of the North 1/2 of Block 8 in Cochran and Others Subdivision of the West 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

T#8888 TRAN 3627 01/10/91 10:22:00
#2358 # H * -91-015303

Common address: 835 North Wood Street, Chicago, Illinois

PERMANENT TAX INDEX NUMBERS: 17-06-437-001-0000 (Parcel 1)

(hereinafter called the "Premises"); and

WHEREAS, the Mortgagor has requested, and Bank has agreed to an extension of the maturity and a modification of the terms and conditions of the aforesaid loan,

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

1. The unpaid balance of the Note is currently Two Hundred Sixty-One Thousand Seven Hundred Seventy-Five and 21/100 Dollars ($261,775.21).

2. The maturity of the Note is hereby extended from December 1, 1990 to August 10, 1991.

3. The monthly installments of interest, shall begin January 1, 1991 and continue the first day of each month thereafter, until maturity. Interest shall be payable on the Note, as extended, at the rate of one and one-half percent (1.50%) per annum over the prime rate of First State Bank & Trust Company of Park Ridge as determined from time to time. Interest after maturity, whether by acceleratin or otherwise, shall be at the rate of four and one-half percent (4.50%) per annum over said prime rate. Interest shall be computed on the basis of a 360 day year for the actual number of days elapsed.

C.L., PRES.	A.D., SEC.	T.W.H., TRES.	C.L.	A.D.	T.W.H.	R.T.K. V.P.	T.B. A.V.P.	C.S.S. A.T.O.	T.O. A.T.O.

91015303

16 25

4. All other terms and conditions of the Note and the aforesaid Mortgage are hereby incorporated by reference herein and in all respects the Note and Mortgage, and all other documents executed pursuant to the Loan, except as hereby modified, shall remain unchanged and continue in full force and effect.

5. Mortgagor represents and warrants that (a) there has been no default under the Note, Mortgage or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Mortgagor, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly or indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.

6. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note and the Mortgage.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the first day of December 1990.

FIRST STATE BANK & TRUST COMPANY
OF PARK RIDGE

By: Robert T. Kowall
Vice President

Attest: Thomas H. Brown
Asst. Vice President

MORTGAGOR
TERRA VENTURES, LTD.

By: Claudia Langman
Claudia Langman, President

By: Andrea DeMers
Andrea DeMers, Secretary

By: Thomas W. Hayes
Thomas W. Hayes, Treasurer

Claudia Langman
Claudia Langman, individually

Andrea DeMers
Andrea DeMers, individually

Thomas W. Hayes
Thomas W. Hayes, individually

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE or any of the bebeficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

MORTGAGOR

First State Bank & Trust Company of Park Ridge, not personally, but solely as Trustee as aforesaid

By: _____
Assistant Trust Officer

Attest: _____
Assistant Trust Officer

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 Carolyn S. Sime, Assistant Trust Officer of First State Bank & Trust Company of Park Ridge, and Tom Olen, Assistant Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officers, 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; and the said Assistant Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix said corporate seal to 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 3rd day of January, 1991.

_____
Notary Public

"OFFICIAL SEAL"
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Claudia Langman, President, Andrea DeMers, Secretary, and Thomas W. Hayes, Treasurer of Terra Ventures, Ltd., a corporation of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such President, Secretary, Treasurer, 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of January, 1991.

Beverly Kreuntke
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 Claudia Langman, Andrea DeMers, and Thomas W. Hayes, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including release and waiver of right of homestead.

GIVEN under my hand and Notarial Seal this 3rd day of January, 1991.

Beverly Kreuntke
Notary Public

91015303

9101530

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 Robert T. Kowall, Vice President of First State Bank & Trust Company of Park Ridge, and Tom Brown, Assistant Vice President of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix said corporate seal to 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 3rd. day of January ,1991.

Beverly Kreemke
Notary Public

This instrument prepared by and deliver to:
Tom Olen. Assistant Vice President
FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE
607 W. Devon Av., Park Ridge IL 60068

"OFFICIAL SEAL"
Beverly Kreemke
Notary Public, State of Illinois
My Commission Expires March 8, 1991

91015308