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MODIFICATION OF TRUST DEED AND EXTENSION AGREEMENT

\$18.00

Modification and Extension Agreement entered into this 28th day of December, 1990 by and between MANUFACTURERS AFFILIATED TRUST COMPANY, Successor to AFFILIATED BANK/WESTERN NATIONAL BANK, as Trustee under Trust Agreement dated November 4, 1987 and known as Trust Number 10382, and not personally ("Mortgagor") and AFFILIATED BANK/WESTERN NATIONAL, having been merged into and now being known as AFFILIATED BANK ("Affiliated") and STUART R. SCHEYER, LEONARD R. SCHEYER and GLADYS L. SCHEYER JOINT VENTURE, an Illinois Partnership ("Borrower").

WHEREAS, on December 30, 1987, Affiliated extended a loan to Borrower in the amount of \$140,000 evidenced by a Promissory Note dated December 30, 1987 in said amount payable in 120 successive monthly installments plus interest payable monthly at a variable rate of 2% per annum above the prime rate of the lender, payable monthly, with a final installment being due and payable on December 30, 1990; and

WHEREAS, on December 30, 1987, the Borrower executed and delivered to the Trustee under the above Trust a direction authorizing said Trustee to execute and deliver to Charles Mallon as Trustee a Trust Deed on certain real estate commonly known as 2101 W. Carroll Street, Chicago, Illinois and more fully described herein as collateral security to the payment of the \$140,000 evidenced by said Promissory Note, said Trust Deed having been recorded in the office of the Recorder of Cook County, Illinois on January 19, 1988 as Document Number 88025662 and as additional collateral the said Trustee executed and delivered to Affiliated an Assignment of Rents dated December 31, 1987 in connection with the same real estate, said document having been recorded in the office of the Recorder of Cook County, Illinois on January 19, 1988 as Document Number 88025663; and

WHEREAS, the aforesaid Promissory Note will mature by its terms on December 30, 1990, the Borrower and Affiliated being desirous of entering into this Agreement in order to extend the time of payment under said Promissory Note and modify the Trust Deed and Assignment of Rents referred to herein to reflect said extension of time for payment.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, Affiliated and the Borrower agree to the following and have directed the Mortgagor to execute this document so as to provide for the modification of the Trust Deed and Assignment of Rents as follows:

1. The Trust Deed and Assignment of Rents shall provide that as of December 30, 1990, the unpaid principal balance remaining under the Promissory Note executed by Borrower and described herein is \$97,994.55.

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2. Further, that said unpaid principal balance shall be payable by the Borrower to Affiliated in 35 equal monthly principal installments of \$1,166.00 each, due and payable on the first day of each month beginning January 1, 1991; in addition thereto, Borrower shall be obligated to pay to Affiliated interest on the unpaid principal balance remaining from time to time at the rate of 2% per annum in excess of the prime rate of interest as publicly announced from time to time by Affiliated Bank in effect on the first day of each month, said interest to be computed on a 360 day year and to be payable on the first day of each month beginning January 1, 1991, payable at the office of Affiliated in Morton Grove, Illinois or any other office designated by Affiliated.

3. The balance of the unpaid indebtedness in the amount of \$57,184.55 (which represents the unpaid balance remaining provided all monthly payments of principal and interest are timely made by the Borrower) shall be extended to and shall be due and payable on December 1, 1993.

4. The Trust Deed and Assignment of Rents shall continue to secure all renewals, extensions, refinancings and modifications of the indebtedness secured.

5. Section 10 of the Trust Deed is hereby deleted in it's entirety and replaced by the following provision:

"10. The original Trustee, Charles Mallen, is deceased and Affiliated Bank (formerly known as Affiliated Bank/Western National), is hereby appointed as Successor in Trust and it shall have the identical title, powers and authority as was given to the Trustee."

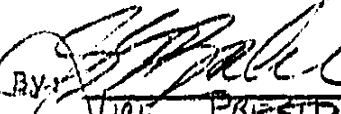

6. Except as is herein modified, all other terms and provisions of the Trust Deed and the Assignment of Rents shall remain in full force and effect.

This modification of Trust Deed and Extension Agreement is executed in connection with the real estate described in the Rider attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

The terms and conditions contained in this instrument to the contrary notwithstanding, this instrument is subject to the provisions of the Trustee's Escrowatory Rider attached hereto and made a part hereof.

MANUFACTURERS AFFILIATED TRUST
COMPANY, As Trustee as aforesaid
and not personally *U/T/A 10382*

By: 
VICE PRESIDENT
ATTEST: 
TRUST OFFICER

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it by the instrument hereto before recited and I agree that all of the covenants, conditions, and obligations and undertakings and agreements herein contained are undertaken by it solely as Trustee and not personally and the personal liability or personal responsibility of the undersigned at any time be asserted or enforceable against the undersigned in any way by any party, representation, covenant, undertaking or agreement of the trustee in this instrument.

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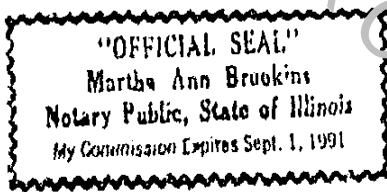
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named SUZANNE GOLDSTEIN BAKER and CLAIRE FELEY of Manufacturers Affiliated Trust Company, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said VICE PRESIDENT then and there acknowledged that said TRUST OFFICER, as custodian of the seal of said Company, caused the seal to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Company, as said TRUST OFFICER's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of January, 1991.



Martha Ann Brookins
Notary Public

AFFILIATED BANK

By: Nancy J. Koobaid
Senior Vice President

STUART R. SCHEYER, LEONARD R. SCHEYER AND GLADYS L. SCHEYER JOINT VENTURE, an Illinois Partnership

By: [Signature]
Stuart R. Scheyer, General Partner

By: [Signature]
Leonard R. Scheyer, General Partner

By: [Signature]
Gladys L. Scheyer, General Partner

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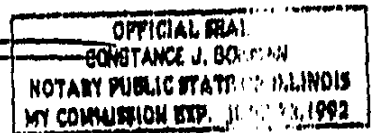
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that the above named STUART R. SCHEYER, LEONARD R. SCHEYER AND GLADYS L. SCHEYER personally known to me to be the same persons whose names are subscribed to the foregoing instrument as General Partners in the STUART R. SCHEYER, LEONARD R. SCHEYER AND GLADYS L. SCHEYER JOINT VENTURE, an Illinois Partnership, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act and as the free and voluntary act of said Joint Venture for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of January, 1991.


Notary Public



This instrument was prepared by: Daniel S. Tauman, Attorney at Law, 8700 N. Waukegan Road, Suite 110, Morton Grove, Illinois 60053.

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RIDER ATTACHED TO AND MADE A PART OF
MODIFICATION OF TRUST DEED AND EXTENSION
AGREEMENT BETWEEN MANUFACTURERS AFFILIATED TRUST
COMPANY AS TRUSTEE, STUART R. SCHEYER, LEONARD R.
SCHEYER, GLADYS L. SCHEYER JOINT VENTURE AS BORROWER
AND AFFILIATED BANK AS LENDER DATED DECEMBER 28, 1990.

The modification of Trust Deed refers to real estate described as follows:

LOTS 51, 52, 53, 54, 55, 56 AND THE EAST HALF OF LOT
57 IN SHORTS SUBDIVISION OF BLOCK 38 IN CANAL TRUSTEES'
SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

P.I.N. # 17-07-306-007-0000

Commonly known as 2107 1/2 Carroll Street, Chicago, Illinois

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BOX 333

mailed to:
DANIEL S. TAUMAN
P. O. BOX 93
8700 WAUKEGAN ROAD
MORTON GROVE, IL 60059

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