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COSMOPOLITAN BANK

Cosmopolitan Bank and Trust

801 North Clark Street, Chicago, Illinois 60610-3287

telephone: 312/664-5200

facsimile: 312/664-7873

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The above recitals are incorporated herein and made a part hereof.
2. The Seventy Four Thousand Nine Hundred Sixty Nine Dollars and NO/100ths (\$74,969.00) principal balance of the Note (the "indebtedness") shall be payable on August 1, 1991.
3. The indebtedness, whether due by acceleration or otherwise, shall bear interest after maturity at the rate of six per cent (6%) per annum above said announced prime interest rate.
4. In the event of any default under the Note or Trust Deed, the Bank may, at its option, exercise any one or more of its rights thereunder in the same manner as if this Modification Agreement had not been made and entered into.

This Modification Agreement is supplementary to the Note and Trust Deed and CABI. All the terms, conditions and provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein, and any prepayment privileges therein expressly provided for, shall remain in full force and effect, except as herein expressly modified. The provisions of this Second Modification Agreement shall inure to the benefit of the Bank and any other holder of the Note, and shall be binding on the Trustee, Brundage Venture, an Illinois Limited Partnership and George Stylinski and Helen Stylinski and their respective successors, assigns, legal representatives, heirs and legates.

5. This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the Note and by every person now or hereafter claiming any right or security thereunder, and that

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so far as the Cosmopolitan Bank and Trust as Trustee under Trust # 26965, and its successors, and the Bank personally are concerned, the holder of the Note and the own or owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed, or to action to enforce the personal liability of Brundage Ventura, an Illinois Limited Partnership and George Stylnski and Helen Stylnski or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers, and Brundage Ventura, an Illinois Limited Partnership and George Stylnski and Helen Stylnski has executed this Modification Agreement, all as of the day and year first mentioned above.

Cosmopolitan Bank and Trust

By: *Daniel R. Brothel*
Assistant Vice President

Attest: *Alicia A. Lankford*
Loan Officer A.S.J.V.P.

Cosmopolitan Bank and Trust
as Trustee under Trust # 28895
and not personally

By: *Antonio J. Gill* VP
Trust Officer
Attest: *Shirley A. Hoffland*

Brundage Ventura
an Illinois Limited Partnership

George Stylnski
George Stylnski
Helen Stylnski
Helen Stylnski
George Stylnski
George Stylnski, Individually
Helen Stylnski
Helen Stylnski, Individually

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EXHIBIT "A"

Lots 1, 2 and 3 in Block 9 in Thomas Subdivision of Blocks 8 and 9 in L. Turner Subdivision of the North East 1/4 of the East 1/2 of the Southeast 1/4 of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 3311 3325 North Lincoln Avenue
Chicago, Illinois

P.I.N. #14-19-425-020-1001 thru 1010

Property of Cook County Clerk's Office

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