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NOTE AND TRUST DEED MODIFICATION AGREEMENT

THIS NOTE AND TRUST DEED MODIFICATION AGREEMENT (the "Agreement") is made as of this 30th day of August, 1992, ("Effective Date") by and between

FIRST COLONIAL BANK OF LAKE COUNTY

an Illinois banking corporation and the owner of the mortgage or trust deed hereinafter described ("Bank"), and First Colonial Trust Company f/k/a Avenue Bank of Oak Park, not personally but as Trustee under Trust Agreement dated June 8, 1989 and known as Trust #5351 representing him/her/itself or selves to be the owner or owners of the real estate hereinafter described ("Owner").

WHEREAS, on August 30, 1989, for full value received, Owner executed and delivered to Bank, a certain Promissory Note in the principal amount of Eighty Thousand and no/100ths dollars (\$80,000.00) (the "Note"), made payable to Bank. Owner secured the payment of said Note by granting to Bank a certain Mortgage or Trust Deed in nature of a Mortgage ("Mortgage"), which was recorded in the office of the Recorder of Deeds or Registrar of Titles of Cook County, Illinois, as Document No. 89407980, encumbering certain real estate described as follows:

LOT 1 AND THE WEST 17 FEET OF LOT 2 IN ISHAM'S RESUBDIVISION OF PARTS OF BLOCKS 3, 4, 5 OF ISHAM SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 14-31-319-006-0000
Commonly known as: 2343 W. St. Paul, Chicago, IL 60646

WHEREAS, Owner also executed the following documents in conjunction with the Mortgage referenced above, and recorded as indicated below (if none, so state): Assignment of Rents, Document #89407981.

WHEREAS, Bank and Owner wish to modify the Note and Mortgage based on the terms and conditions which follow:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Owner hereby agree that the Note and Mortgage is hereby modified as follows (strike out all paragraphs which are inapplicable):

1. Outstanding Indebtedness. As of the Effective Date, the outstanding indebtedness on the Note is \$76,192.88, (the "Indebtedness").

DEPT-01 RECORDINGS \$31.50
T#0000 TRAN 2997 11/16/92 12:38:00
#7925 # * - 92 - 857487
COOK COUNTY RECORDER

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Property of Cook County Clerk's Office

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2. Extension of Time for Payment. The parties hereby agree to extend the time for payment of the Indebtedness to and including August 30, 1997 with payments as follows in paragraph 5 below.

3. Interest Rate. The parties hereby agree to change the rate of annual percentage interest on the Note to 9.00 % per annum, and interest after maturity to 12.00 % per annum, with payments as follows in paragraph 5 below.

~~4. Additional Funds. Bank agrees to disburse to Owner the additional principal sum of \$ _____, ("Additional Funds") under the Note and Mortgage. Bank and Owner agree that such Additional Funds shall be added to and become part of the principal balance of the Note and Mortgage and that such sums shall be repaid as herein provided. Bank and Owner further acknowledge that Bank shall advance said Additional Funds subject to certain restrictions set forth herein. Payment of the indebtedness and such Additional Funds shall be as follows in paragraph 5 below.~~

5. Payments by Owner. Owner shall make monthly payments of \$730.54, (principal and interest) commencing on the 30th day of September, 1992, and on the 30th day of each and every month thereafter until maturity. Owner further agrees to pay the principal sum secured by the Mortgage as therein provided, as hereby modified, in the currency provided for in the Mortgage, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the Village of Vernon Hills as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Bank.

6. Environmental Indemnity Agreement. Owner/Beneficiary hereby agrees to execute an Environmental Indemnity Agreement as a condition of granting the Modification dated this 30th day of August, 1992.

7. Priority of Additional Funds. Bank and Owner agree that if Additional Funds are to be disbursed pursuant to this Agreement, such Additional Funds shall have priority over any and all sums due under the Note and Mortgage, as modified herein.

8. Default. If any part of said indebtedness or interest thereon is not paid at maturity, or if default in the performance of any other covenant of the owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, shall immediately be due and payable, in the same manner as if said modification had not been granted.

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9. Ratification. This agreement is supplementary to the mortgage or trust deed described above. Except as modified herein, all of the terms, provisions and covenants of the Note and Mortgage not expressly modified by this Note and Mortgage Modification Agreement, but not including any prepayments privileges unless expressly provided for herein, are hereby confirmed and ratified and shall remain in full force and effect. Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this indenture shall insure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

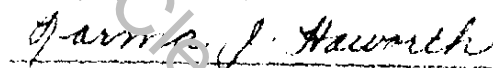
IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Note and Mortgage Modification Agreement as of the Effective Date.

SEE RIDER ATTACHED HERETO AND MADE A PART THEREOF

OWNER:

First Colonial Trust Company
f/k/a Avenue Bank & Trust Com-
pany of Oak Park, not personal-
ly but as Trustee under Trust
Agreement dated June 8, 1989
and known as Trust #5351


Betty M. Feltes, Vice President

ATTEST: 
Norma J. Haworth, Land Trust Officer

RIDER

This document is executed by First Colonial Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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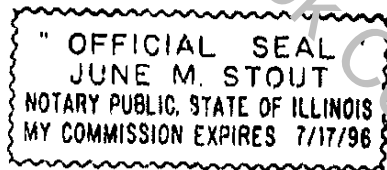
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Betty P. Feltes, Vice President ~~Trust Officer~~ and Norma J. Haworth, Land Trust Officer, of FIRST COLONIAL TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer and~~ Vice President and Land 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 Banking Corporation, for the uses and purposes therein set forth; and the said Land Trust Officer, as custodian of the corporate seal of said Banking Corporation caused the corporate seal to be affixed to said instrument as her 's own free and voluntary act and as the free and voluntary act of said Banking Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of October, 1992.

June M. Stout
NOTARY PUBLIC



(SEAL)

My commission expires: _____

This instrument was prepared by and return to: Ronée S. Brewick, First Colonial Bank of Lake County, Attn: Loan Operations Department, 850 North Milwaukee Avenue, Vernon Hills, Illinois 60061-1521

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