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MODIFIED AND RESTATED MORTGAGE

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THIS MODIFIED AND RESTATED MORTGAGE, executed and delivered as of the 20th day of March, 1991, by Elmhurst National Bank n/k/a Old Kent Bank N.A. (hereinafter referred to as the "Grantor"), not personally but as Trustee under Trust Agreement Number #5284 dated January 20, 1984 (hereinafter referred to as the "Trust"), Cumberland Corporation, an Illinois Corporation, Thomas Gangas, personally, Chris Proyce, personally and William Proyce, personally to ADDISON STATE BANK, located at 1100 W. Lake Street, Addison, Illinois (hereinafter referred to as "Mortgagee");

WITNESSETH :

WHEREAS, Grantor is justly indebted to Mortgagee in the principal sum of up to FIVE HUNDRED THOUSAND AND ONE xx/100 Dollars (\$501,000.00) said indebtedness is evidenced by that certain Promissory Note dated June 15, 1989 (hereinafter referred to as the "Note") payable to the order of Mortgagee, due and payable, unless sooner due and paid, on June 1, 2001, and

WHEREAS, by payments of principal and interest the current balance has been reduced to Four Hundred Seventy Eight Thousand Five Hundred Eighty Five 57/100 (\$479,585.57), and

WHEREAS, said indebtedness and the obligations and liabilities of Grantor are secured by, among other documents, that certain Mortgage, and Security dated June 15, 1989, filed with the Recorder of Deeds, in Cook County, Illinois on July 14, 1989 as Document Number #89-372179 on property located on the attached exhibit "A"; and

WHEREAS, the Mortgage represents a valid first mortgage upon the subject real estate, and

WHEREAS, the Bank represents that it is the owner and holder of the Note, and

WHEREAS, the parties hereto wish to restate the terms and rates of the Mortgage and Note thus decreasing the monthly installments as provided in the original Note as well as the rates as set forth therein and to reaffirm the debt by the beneficiaries of said trust by their direction to the trust to execute this agreement, as Follows:

1. The amortization of said loan shall remain the same whereby the existing principal balance shall now be amortized over 162 months.

2. That the outstanding balance of the loan shall bear interest at the annual rate of 10.5% until maturity and require the payment of principal and interest monthly in the amount of ~~\$8,537.85~~ which payments shall first be applied to interest then due under the loan, late charges and the remainder to principal, and

3. That the maturity of the loan shall be modified to a required balloon payment due March 1, 1996 at which time all then accrued interest and unpaid principal shall then be due, and

4. That first said payment under these modified terms shall commence April 1, 1991 and monthly until maturity.

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NOW, THEREFORE, for and in consideration of those promises, and the sum of Two Thousand Five Hundred xx/100 (\$2,500.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees that the Mortgage shall be deemed given to secure the indebtedness and obligations of Grantor under this Modification Agreement as if said indebtedness and obligations had originally been evidenced by said original Principal Note and the representations, warranties, consents, waivers, covenants, terms and conditions of the Mortgage are herein by reference and affirmed and restated as of this date and shall, as herein modified, in all respects remain in full force and effect, and nothing herein shall affect or impair the priority established by the Mortgage or any rights and powers which the Mortgagee may have for the recovery of said indebtedness under the Mortgage, as modified and restated. Grantor hereby further expressly agrees and acknowledges that the execution of the Modification Agreement does not extinguish or discharge the Note or said indebtedness and that no release of the Mortgage was thereby or is hereby intended.

The Mortgage is hereby modified to reflect that the Note, as modified by this Modification Agreement, shall bear a Maturity Date of March 1, 1996.

The Mortgage is further modified so that the "Loan," the "Note," the "Mortgage" and the "Loan Documents," as those terms are defined in the Mortgage, shall mean and include the modifications and restatements of the foregoing documents created or entered into pursuant to the Modified Agreements.

The parties acknowledge that the recitals to this document are true and correct and shall be deemed a part of the Agreement contained herein.

This Modified and Restated Mortgage is executed by Elmhurst National Bank n/k/a Old Kent Bank N.A. as trustee u/t/a dated January 20, 1984 and known as trust # 5284, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note or Modified Note contained shall be construed as creating any liability on said Grantor personally to pay said Note, as modified, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants, either express or implied therein or herein contained, or with regard to any warranty contained in the Mortgage except the warranty made in this Paragraph, all such personal liability, if any being expressly waived with respect to said Grantor by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, but nothing in the preceding portions of this paragraph shall be construed in any way so as to affect or impair the lien of the Mortgage, as hereby modified and restated, or the Mortgagee's right to the foreclosure thereof, or be construed in any way so as to limit or restrict any of the rights and remedies of the Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the indebtedness hereby secured out of and from the security given therefore in the manner provided herein, in the Note and Modified Note, and other instruments given to secure the Note and Modified Note, and further shall not in any way be construed to restrict or limit the Mortgagee's absolute right to enforce personal liability against any co-maker, endorser, guarantor or guarantors of the Note, Modified Note, or any other instrument given to secure the indebtedness.

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IN WITNESS WHEREOF, Grantor has caused this Modified and Restated Mortgage to be duly signed, sealed and delivered the day and year first above written.

ATTEST:

D.D. KENT BANK N. A. not personally by me as Trustee as aforesaid

By:

By: 

Name:

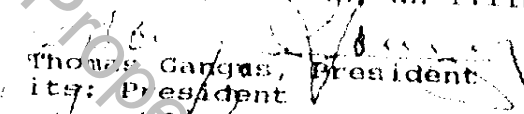
Name: GEORFORD SCOTT SIMILIA

Title:


Title: Trustee

Cumberland Corporation, an Illinois Corporation.


by:

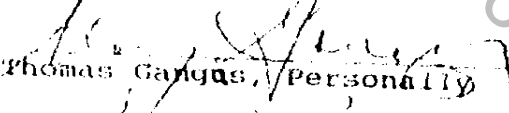
 Thomas Gargus, President
its: President

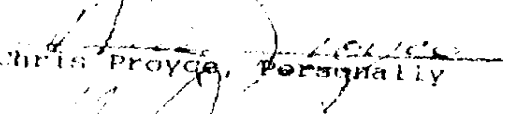
by:

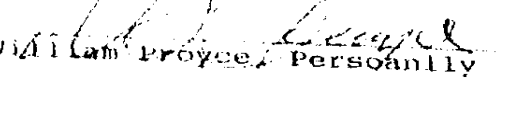
 Chris Proyce
its: Vice President

by:

 William Proyce
its: Secretary

 Thomas Gargus, Personally

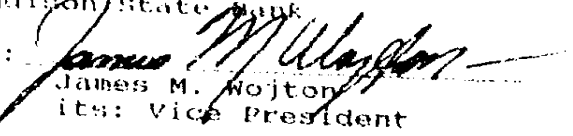
 Chris Proyce, Personally

 William Proyce, Personally

This instrument is a copy of the original instrument and not a duplicate thereof. It is a true and correct copy of the original instrument as recorded and filed in the office of the Clerk of Cook County, Illinois, on the 1st day of May, 1994.

Addison State Bank

by:

 James M. Wojton
its: Vice President

This instrument was prepared by and after recording should be mailed to:

James M. Wojton, Vice President
Addison State Bank
1100 W. Lake Street
Addison, Illinois 60101
(708) 629-5000

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EXHIBIT A
Legal Description

LOTS 1 ~~AND 2~~ ^{AND 20} BOTH INCLUSIVE IN BLOCK 15 IN IRA BROWN'S ADDITION TO PARK RIDGE, A SUBDIVISION OF LOTS 13 TO 15 IN ASSESSOR'S DIVISION OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 10 N CUMBERLAND, PARK RIDGE, I.L. 60068

09-26-323-009

09-26-323-010

09-26-323-011

09-26-323-012

09-26-323-013

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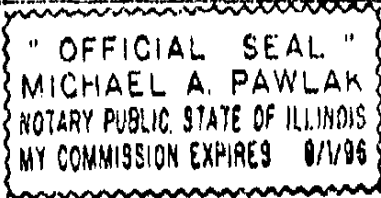
State of Illinois, Cook County

I, Michael A. Pawlak, a Notary Public in and for said county and state, do hereby certify that Thomas Garris and Charles Brown personally known to me to be the same person(s) whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 20th day of March, 1991.

Michael A. Pawlak

Notary Public



STATE OF ILLINOIS
COUNTY OF COOK

I, Michael A. Pawlak, the undersigned, Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas Garris

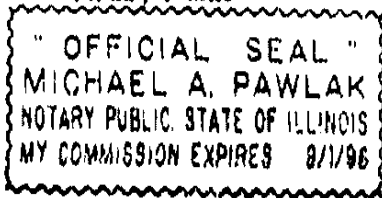
personally know to me to be the President of CHASSER CORPORATION

a corporation, and Charles Brown personally known to me to be the Vice President of said corporation, and personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of March, 1991.

Michael A. Pawlak

Notary Public



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