

RENEWAL, EXTENSION AND MODIFICATION AGREEMENT

The parties to this Renewal, Extension and Modification Agreement ("Agreement") dated March 25, 1992 and effective January 31, 1992, are THOMAS L. BRUNDAGE (herein called "Borrower", whether one or more) and NATIONSBANK OF TEXAS, N.A. (which due to name change, effective January 1, 1992, is one and the same entity as NCNB Texas National Bank, a national banking association) ("Lender"), who, in consideration of the mutual covenants herein and for Ten Dollars and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. Introductory Provisions. Lender is the owner and holder of that certain promissory note dated July 29, 1988 (which, as it may have been renewed, extended or modified, is herein called the "Note") which has been executed and delivered by Borrower payable to the order of Lender in the principal face amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00), with a stated final maturity date (including all prior extensions, if any) of January 31, 1992, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A".

The Note was assigned to Lender by the Federal Deposit Insurance Corporation as Receiver of NBC Bank - San Antonio, National Association pursuant to, and as evidenced by, a purchase and assumption agreement dated June 1, 1990, a Loan Sale Agreement dated October 12, 1990 and a Transfer of Lien dated March 13, 1991.

The Note was renewed, subject to a Loan Agreement dated December 20, 1990 (which, as it may have been amended, supplemented or restated, is herein called the "Loan Agreement") between Borrower and Lender. Lender is entitled to the benefits of the Loan Agreement and the security provided for in it, including (i) a Construction Mortgage (which, as it may have been renewed, extended, amended, supplemented or restated, is herein called the "Mortgage") dated July 29, 1988, from Borrower recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 9, 1988, as Document No. 88357374; covering the land in Cook County, Illinois, which is described in Exhibit "I" attached hereto and incorporated herein, reference being here made to the Mortgage and the recording thereof for all purposes, (ii) an Assignment of Leases, Rents and Profits, dated July 29, 1988 from Borrower recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 9, 1988, as document number 883573

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covering the rents, leases and profits relating to said land, and (iii) a Security Agreement dated July 29, 1988, from Borrower, covering certain personal property as more fully described therein, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "C", as such documents were modified by that one certain Modification of Promissory Note and Mortgage dated December 21, 1990 effective November 29, 1990 from Borrower and extended under that certain Extension of Real Estate Note and Lien dated September 29, 1990 effective July 29, 1990, from Borrower, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 26, 1990 as document number 90622382.

All liens, security interests, assignments, superior titles, rights, remedies, powers, equities and priorities securing the Note or providing recourse for Lender with respect thereto are herein for convenience collectively called the "Liens". The land covered by the Mortgage and the improvements and fixtures thereon and appurtenances thereto and the properties, rents and profits described in, and covered by, said Security Agreement and said Assignment of Leases, Rents and Profits are herein together referred to as the "Property". The obligations secured by the Mortgage, and all renewals, extensions, amendments, supplements and re-statements thereof are herein together referred to as the "Obligations". The Note, the Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, the Loan Agreement and any other document now or hereafter evidencing, securing, guaranteeing or executed in connection with the Obligations or any part thereof, as such documents or any of them may be renewed, extended, amended, supplemented or restated from time to time, are herein referred to together as the "Loan Documents". Terms defined in the Loan Documents and not redefined in this Agreement shall have the same meanings here as there.

Borrower and Lender now agree to further extend the stated final maturity date of the Note, to make certain other changes specified below in this Agreement and to ratify the Liens and confirm that they continue to secure the Note, as modified hereby, all as set forth in the succeeding provisions of this Agreement (which shall control over any conflicting or inconsistent recitals above).

2. Balance. The unpaid principal balance of the Note as of January 31, 1992 was \$1,672,607.46. In connection with the closing of the extension, as evidenced hereby, the unpaid principal balance of the Note, as of the date of this Agreement is One Million Five Hundred Thousand Dollars (\$1,500,000.00). No amount remains unadvanced against the Note.

3. Interest Rate. The Note shall continue to bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until its maturity at the pre-maturity interest rate as provided in the Note.

4. Payment Schedule and Maturity Date. The principal of the Note shall be due and payable in equal monthly installments of One Thousand Nine Hundred Fifty-Six and 61/100ths Dollars (\$1,956.61) each. The first principal installment shall be due and payable on April 1, 1992, and a like principal installment shall be due and payable on the first (1st) day of each succeeding calendar month thereafter until all principal of the Note shall have been fully paid and satisfied. Accrued and unpaid interest on the Note shall be due and payable concurrently with and in addition to each principal installment, (a) on February 1, 1992, and (b) on the first day of each succeeding calendar month thereafter until all principal and accrued interest owing on the Note shall have been fully paid and satisfied, provided, that on May 1, 1993, the final maturity of the Note, all principal and accrued interest then unpaid shall be finally due and payable.

5. Application of Payments. All payments shall be applied first to accrued interest and the balance to principal. All prepayments shall be applied first to accrued interest, and the balance to the remaining principal installments in inverse order of their maturity.

6. Past Due Rate. All past due principal and interest on the Note shall bear interest at the rate provided in the Note for past due amounts unless no such rate is provided and in such case all past due principal and interest shall bear interest at the maximum nonusurious rate of interest.

7. Loan Agreement Amended. The date stated or referred to implied as the "Termination Date" or date of termination in the Loan Agreement is hereby changed to May 1, 1993.

8. Borrower's Representations and Warranties. Borrower hereby represents and warrants that (a) Borrower is the sole legal and beneficial owner of the Property; (b) the execution and delivery of this Agreement does not contravene, result in a breach of or constitute a default under any deed of trust, loan agreement, mortgage, indenture or other contract or agreement to which Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule, regulation or restriction to which Borrower or the Property is subject; (c) this Agreement constitutes the legal, valid and binding obligation of Borrower enforceable in accordance with its terms; (d) the execution and delivery of, and performance under this Agreement are within Borrower's power and authority without the joinder or consent of any other party or of any indenture, agreement or undertaking to which Borrower is a

party or by which it is bound; (e) to the best of Borrower's knowledge there exists no default under the Note or any other Loan Document, and (f) all of the debt evidenced by the Note is and shall be for business, commercial, investment or other similar purpose and not primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of Title 79, Texas Revised Civil Statutes, 1925, as amended. Borrower agrees to indemnify and hold Lender harmless against any loss, claim, damage, liability or expense (including without limitation attorneys' fees) incurred as a result of any representation or warranty made by Borrower herein providing to be untrue or inaccurate in any respect.

9. Further Assurances. Borrower agrees to execute and deliver to Lender, promptly upon request from Lender, such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the Liens.

10. Default Under Mortgage. If Borrower shall fail to keep or perform any of the covenants or agreements contained herein or in any of the Loan Documents or if any statement, representation or warranty contained herein is false, misleading or erroneous in any material respect, Borrower shall be deemed to be in default under the Mortgage and Lender shall be entitled at its option to exercise any and all of the rights and remedies granted pursuant to the Mortgage as amended hereby or any other Loan Document or to which Lender may otherwise be entitled, whether at law or in equity.

11. Renewal; Lien Continuation. Borrower hereby renews the Note and the other Obligations and promises to pay and perform the Note and all Obligations as extended and modified by this Agreement. The Liens are hereby ratified and confirmed as valid, subsisting and continuing to secure the Note and the Obligations, as modified hereby. Nothing herein shall in any manner diminish, impair or extinguish the Note or the other Obligations or the Liens. The Liens are not waived and are continued, extended and renewed. Borrower ratifies and acknowledges the Loan Documents as valid, subsisting and enforceable and agrees and warrants that there are no offsets, claims or defenses with respect to the Obligations.

12. Title Insurance. At the time of execution of this Agreement, Borrower shall cause to be issued to Lender, at Borrower's sole cost and expense, such endorsements of any title policy previously issued insuring the lien of the Mortgage as Lender may request and are available for issuance under the current applicable title insurance rules and regulations.

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13. Authorization. [This paragraph is inapplicable and is intentionally left blank].

14. No Waiver by Lender. Borrower acknowledges and agrees that the execution of this Agreement by Lender is not intended nor shall it be construed as (a) an actual or implied waiver of any default under the Note, the Mortgage or any other Loan Document or (b) an actual or implied waiver of any condition or obligation imposed upon Borrower pursuant to the Note, the Mortgage or any other Loan Document, except to the extent, if any, specified herein.

15. Borrower's Performance. If Borrower should fail to comply with any of the agreements, covenants, or obligations of Borrower under this or any other Loan Document, then Lender (in Borrower's name or in its own name) may perform them or cause them to be performed for the account of Borrower at Borrower's sole expense but shall not be obligated to do so. Any and all expenses thus incurred or paid by Lender shall be Borrower's demand obligations to Lender and shall bear interest, from the date of Lender's payment of any such obligation or expense for Borrower's account until the date on which Borrower repays it to Lender, at the same rate as is provided in the Note for interest on past due principal. Upon making any such payment or incurring any such expense, Lender shall be fully subrogated to all of the rights of the person or entity receiving such payment. Any amounts owing by Borrower to Lender pursuant to this provision or any other provision of this Agreement shall automatically and without notice be and become a part of the Obligations. The amount and nature of any such expense and the time when paid shall be fully established by the affidavit of Lender or any of Lender's officers or agents.

16. Capital Requirements and Yield Maintenance. If, after the date of this Agreement either (i) the introduction of, or any change in, or in the interpretation of, any law or regulation, or (ii) compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law) affects or would affect the amount of reserves, deposits, insurance and/or capital required or expected to be maintained by Lender or any corporation controlling Lender and Lender reasonably determines that the amount of such reserves, deposits, insurance and/or capital is increased by or based upon the existence of this Agreement or of the Note or the indebtedness or obligations evidenced thereby, then upon demand by Lender, Borrower shall pay to Lender from time to time as specified by Lender, additional amounts sufficient to compensate Lender in the light of such circumstances, to the extent that Lender reasonably determines such increase in capital to be allocable to the existence of the Note or the indebtedness or obligations evidenced thereby. A certificate as to such amounts submitted to Borrower

by Lender shall be conclusive and binding for all purposes, absent manifest error. No failure by Lender to immediately demand payment of any additional amounts payable under the Loan Documents shall constitute a waiver of Lender's right to demand payment of such amounts at any subsequent time. Nothing herein contained shall be construed or so operate as to require Borrower to pay any interest, fees, costs or charges greater than is permitted by applicable law.

17. Hazardous Waste. Borrower further warrants and represents to Lender, having made due inquiry with respect thereto consistent with good commercial or customary practice, that: (i) the Property and all other real property now or previously owned by Borrower have not been and are not now being used in violation of any federal, state or local environmental law, ordinance or regulation; (ii) Borrower has not filed nor been required to file any federal, state or local reports of hazardous substances found or disposed on any real property now or previously owned by Borrower; (iii) no proceedings have been commenced, or notices received, concerning any alleged violation of any environmental laws, ordinances or regulations; and (iv) the Property is free of underground storage tanks, out-of-use transformers, hazardous, radioactive or toxic wastes, contaminants, oil (other than as acknowledged in the letter of October 18, 1989 from ERM - North Central, Inc. concerning the remediation of the site) or other materials. Borrower covenants that the Property shall not be used in conjunction with, or for, any activity involving, directly or indirectly, the generation, treatment, storage, transportation, manufacture, use or disposition of hazardous or toxic chemical, materials, substances or waste of any kind. Neither the Property, the soil making up any portion thereof, nor the ground water thereunder making upon any portion thereof shall be contaminated so as to be subject to any "clean-up", or similar requirement, under any applicable rule, requirement, regulation, ordinance, or law of governmental authority, which would in any way inhibit, impair, delay or increase the cost of the improvement, operation, or use of the Property. Borrower shall not install, or allow to remain upon the Property, any chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority, or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or to the owners of the property adjacent to the Property. Borrower agrees to indemnify, defend and hold Lender harmless from and against any loss to Lender including, without limitation, reasonable attorney's fees incurred by Lender, as a result of such past, present or future use, handling, storage, transportation, disposal or presence of hazardous or toxic materials on the Property, whether or not any of the same constituted a violation of any applicable environmental law at the time of its existence or occurrence. This indemnification shall survive the repayment of the

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indebtedness and the termination of the Loan Agreement. For purposes of this paragraph, the terms "Lender" shall include the directors, officers, partners, employees and agents of Lender, and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Lender. Upon Lender's reasonable request, at any time and from time to time during the existence of the Mortgage, Borrower will provide at Borrower's sole expense an inspection or audit of the Property from an engineering or consulting firm approved by Lender indicating the presence or absence of hazardous substances and solid waste on the Property. If Borrower fails to provide same after ten (10) days' notice, Lender may order same, and Borrower grants to Lender and its employees, agents, contractors and consultants access to the Property and a license (which is coupled with an interest and irrevocable while the Mortgage is in effect) to perform inspections and tests, including but not limited to the taking of soil borings and groundwater samples. The cost of such inspections and tests shall be a demand obligation owing by Borrower (which Borrower hereby promises to pay) to Lender pursuant to this Agreement and shall be subject to and covered by the provisions of Section 8(b) hereof. Within ninety (90) days after the date of this Agreement, Borrower shall provide to Lender an environmental site assessment report prepared by an independent engineering/environmental firm acceptable to Lender. If the Borrower should fail to deliver such report or such report be unsatisfactory to the Lender, then, in either of such events, the Borrower shall be in default under the Loan and Lender may, at its option, accelerate the unpaid principal balance and all accrued and unpaid interest under the Note.

18. Professional Services. Promptly upon Lender's request, Borrower, at Borrower's sole cost and expense, shall: (a) not more frequent than annually, cause an inspection and written appraisal of the Property (or such parts of it as are designated in Lender's request) to be made and provided to Lender by an MAI appraiser approved by Lender in its sole discretion; and (b) cause to be conducted or prepared any other written report, summary, opinion, inspection, review, survey, audit or other professional service relating to the Property or any operations in connection with it (all as designated in Lender's request), as Lender may reasonably request, including without limitation any accounting, auctioneering, architectural, consulting, engineering, design, legal, management, pest control, surveying, title abstracting or other technical, managerial or professional service relating to the Property or its operations. Lender may elect to deliver any such request orally, by telegram, by mail or by hand delivery addressed to Borrower as provided herein or by any other legally effective method, and it may be given at any time and from time to time before the complete and final release and discharge of the Mortgage.

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19. Expenses. To the extent not prohibited by applicable law, Borrower will pay all costs and expenses and reimburse Lender for any and all expenditures of every character incurred or expended from time to time, regardless of whether a default or event of default shall have occurred, in connection with (a) this Agreement; (b) the evaluation, monitoring and protection of the Property securing the Note pursuant to rights given in the Loan Documents or by law, and (c) the creation, perfection or realization upon the Liens, and all costs and expenses relating to Lender's exercise of any of its rights and remedies under any of the Loan Documents or at law, including, without limitation, all filing fees, taxes, brokerage fees and commissions, title review and abstract fees, Uniform Commercial Code search fees, other fees and expenses incident to title searches, reports and security interests, escrow fees, attorneys' fees, legal expenses, court costs, fees and expenses incurred in connection with any complete or partial liquidation of such property, and all fees and expenses for any professional service relating to such property or any operations conducted in connection with it; provided, that no right or option granted by Borrower to Lender or otherwise arising pursuant to any provision of this or any other document shall be deemed to impose or admit a duty on Lender to supervise, monitor or protect any aspect of such property or any operations conducted in connection with it.

20. Notices. All notices, requests, consents, demands and other communications required or permitted hereunder or under the Note, the Mortgage or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by facsimile, telegram or telex, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the address specified at the end of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile, telegram or telex, upon receipt; provided that service of a notice required by Texas Property Code Section 51.002, as amended, or any similar statute in any state where any part of the Property is located shall be considered complete when the requirement of the applicable statute for such part of the Property located in the particular state are met. In the absence of a statute in any state where part of the Property is located applicable to notice in connection with foreclosure under the Agreement, service of notice by certified mail with respect to such part of the Property is complete when

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charging or receiving interest on the loan evidenced by the Note prior to the execution of this Agreement in excess of that permitted under applicable law.

23. Exhibits. All references herein to an "Exhibit", "Annex", "Schedule" or "Rider" are references to exhibits, annexes, schedules or riders attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being understood that if any exhibit, annex, schedule or rider attached hereto, which is to be executed and delivered, contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained and as contemplated herein prior to or at the time of the execution and delivery thereof.

24. Miscellaneous. To the extent of any conflict between the Note (or any earlier modification of it) and this Agreement, this Agreement shall control. As hereby expressly modified, all terms of the Note and all other Loan Documents (as any of them may have been previously modified by any written agreement) remain in full force and effect. This Agreement (a) shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns (provided, that no party other than Lender shall assign its rights hereunder without the prior written consent of Lender); (b) may be modified or amended only by a writing signed by Lender and Borrower; (c) SHALL BE GOVERNED BY (INCLUDING BUT NOT LIMITED TO ITS VALIDITY, ENFORCEMENT AND INTERPRETATION) THE LAWS OF THE STATE OF ILLINOIS AND UNITED STATES FEDERAL LAW; (d) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement; and (e) embodies the entire agreement and understanding between the parties with respect to modifications of documents provided for herein and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. "Borrower" shall include in their individual capacities and jointly all parties hereinabove named as Borrower. The duties, covenants, conditions, obligations, and warranties of Borrower in this Agreement shall be joint and several obligations of Borrower and, if more than one, of each party named a Borrower hereinabove, and each such party's heirs, legal representatives, successors and assigns. If any Borrower is a corporation, partnership or other legal entity, Borrower and the person or persons signing for it represent and warrant to Lender that this Agreement is duly executed, acknowledged and delivered by Borrower's duly authorized representatives. Whenever used herein, the singular number shall

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include the plural and the plural the singular, and any gender shall be applicable to all genders. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" shall refer to this entire Agreement and not to any particular section, paragraph or provision. The headings in this Agreement shall be accorded no significance in interpreting it.

25. Reaffirmation of Guaranty. [This paragraph is inapplicable and is intentionally left blank.]

26. Consent of Maker. [This paragraph is inapplicable and is intentionally left blank].

27. Assumption. [This paragraph is inapplicable and is intentionally left blank].

28. Notice to Borrower and All Other Obligors: Final Agreement. If, and only to the extent applicable, pursuant to Section 26.02 of the Texas Business and Commerce Code, the following notice is incorporated in this Agreement:

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NOTICE TO CONSUMER: UNDER TEXAS LAW, IF YOU CONSENT TO THIS AGREEMENT, YOU MAY BE SUBJECT TO A FUTURE RATE AS HIGH AS [24] [TWENTY-FOUR] PERCENT PER YEAR.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK (LENDER) IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

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EXECUTED on the date or dates of the acknowledgments hereof, but effective as of January 31, 1992.

The address of Lender is:

700 Louisiana, 5th Floor
Houston, Texas 77002
Attn: Madeleine Brown

LENDER:

NATIONSBANK OF TEXAS, N.A.

By: [Signature]

Name: Lamar R. Spencer

Title: Senior Vice President

The address of Borrower is:

254 Spencer Lane
San Antonio, Texas 78201

BORROWER:

[Signature]
THOMAS L. BRUNDAGE

STATE OF Texas
COUNTY OF Brewster

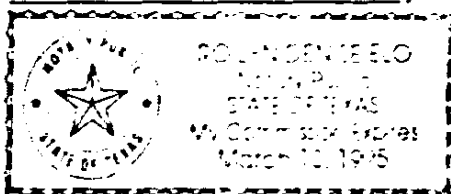
I, Rollin Denise Ego, a Notary Public, DOES HEREBY CERTIFY that THOMAS L. BRUNDAGE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of March, 1992.

[Signature]
Notary Public

My Commission Expires:

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STATE OF Texas)
)SS
COUNTY OF DeWitt)

I, Deanna K. Spencer, a Notary Public, DOES HEREBY CERTIFY that LAMAR SPENCER, SENIOR VICE PRESIDENT OF NATIONS BANK OF TEXAS, N.A. (formerly known as NCNB Texas National Bank), a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the 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.

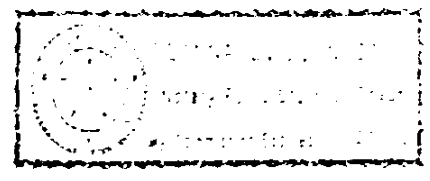
Given under my hand and Notarial Seal this 3rd day of March, 1992.

Deanna K. Spencer
Notary Public

My Commission Expires: June 30, 1992

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

James C. Norman
Cox & Smith Incorporated
2000 NBC Bank Plaza
112 East Pecan Street
San Antonio, Texas 78205



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EXHIBIT "A"

PROMISSORY NOTE

\$1,700,000.00

July 29, 1988

FOR VALUE RECEIVED, the undersigned, THOMAS L. BRUNDAGE (the "Borrower") agrees and promises to pay to the order of NBC BANK - SAN ANTONIO, NATIONAL ASSOCIATION (the "Bank") at 430 Soledad, San Antonio, Bexar County, Texas, the principal sum of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), in lawful money of the United States of America, or so much thereof as may be advanced and outstanding from time to time, together with interest on the unpaid principal balance outstanding from time to time from the date of each such advance until maturity at a varying rate of interest per annum equal to the lesser of: (a) one and one-half percent (1-1/2%) in excess of the prime lending rate of interest per annum established by the Bank from time to time (the "Prime Rate") to be recomputed as of the date of any change in the Prime Rate, or (b) the maximum rate of interest allowed by applicable law, as now or hereafter in effect (the "Maximum Rate").

The Prime Rate is the index agreed upon by the Borrower and the Bank to determine the rate of interest for this note. Use of the Prime Rate is not to be construed as a warranty or representation that the Prime Rate is more favorable than another rate or index, that rates on other loans or credit facilities may not be based on indices other than the Prime Rate or that rates on loans to others may not be made below the Prime Rate.

Interest shall be computed on the basis of a 360 day year, subject to the provisions hereof limiting interest to the Maximum Rate. All past due principal and interest shall bear interest from maturity until paid at the Maximum Rate.

The principal of this note shall be due and payable on July 29, 1990 (the "Maturity Date"). Accrued interest shall be due and payable monthly, on the first day of each and every calendar month, beginning July 1, 1988, and continuing regularly thereafter until the Maturity Date, at which time all accrued and unpaid interest shall be due and payable.

All or any portion of this note may be prepaid without penalty at any time or times, provided that all prepayments, at the Bank's option, may be applied first to accrued and unpaid interest and then to the principal balance.

If default is made in any payment of principal or interest upon this note when due, or default occurs under the terms of any instrument or agreement executed in connection with this note (the

(Loan Documents), or if the Bank reasonably deems itself insecure, either because the prospect of timely payment of this note becomes impaired or because the prospect of timely performance of any of the agreements of the Borrower under any of the Loan Documents becomes impaired, then without notice or demand unless otherwise specifically provided in this note, the Bank may declare this note mature and all sums owing hereon and under the Loan Documents shall be due and payable immediately.

The Borrower agrees to pay all costs of the Bank in collecting any sums payable hereunder and under the Loan Documents when such costs are incurred, including reasonable attorney's fees, whether or not this note has been accelerated or any other action has been instituted to enforce this note.

Unless otherwise specifically set forth in this note, the Borrower and each surety, endorser, guarantor and other person liable upon this note waives all notices, demands and presentments for payment, all notices of non-payment, intention to accelerate maturity, acceleration of maturity, protest and dishonor, and diligence in taking any action to collect amounts hereunder and in the handling of any collateral securing this note.

Notwithstanding any other provisions to the contrary in this note or the other Loan Documents, in the event of any default by the Borrower in the payment of this note or in the event of a default in the performance of any of the terms and covenants of the deed of trust or of any of the other Loan Documents, the Bank agrees to give the Borrower written notice of such default prior to the acceleration of this note or exercise of any other remedies in connection therewith. The Borrower shall have a period of not less than five (5) days after receipt of such written notice in which to cure any monetary default and not less than fifteen (15) days after receipt of such written notice within which to cure any non-monetary default. The Bank shall be under no duty or obligation to extend said period of time for curing default and any such notice shall be deemed properly delivered to the Borrower three (3) days following the date the same is delivered by certified mail, postage pre-paid to Tom Brundage at 254 Spencer Lane, San Antonio, Texas 78201. The Borrower may change his mailing address by sending written notice thereof in like manner to the Bank at the address set forth herein. It is understood that in the event the Bank fails to give the Borrower notice of default or fails to accept the Borrower's tender of payment or other curative action, the Borrower's sole and exclusive remedy for such failure shall be to seek appropriate equitable relief to enforce the terms of this paragraph. Such equitable relief shall include, without limitation, the right to have any acceleration of this note, or exercise of any other remedy, including foreclosure proceedings, postponed, pending such notice and the opportunity to

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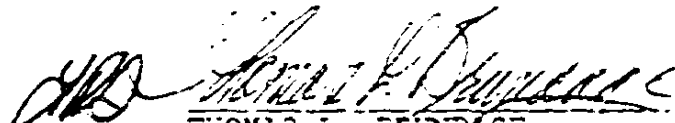
cure such default. In any event, the Borrower shall have no right to recover damages against the Bank. The Bank shall not be obligated to deliver to the Borrower more than one such notice of default per year during the term of this note and any renewals or extensions thereof.

The Borrower and the Bank intend that the loan evidenced by this note (the "Loan") shall be in strict compliance with applicable usury laws. If at any time any interest contracted for, charged or received under this note or otherwise in connection with the Loan would be usurious under applicable law, then regardless of the provisions of this note or the Loan Documents or any action or event (including, without limitation, prepayment of principal hereunder or acceleration of maturity by the Bank) which may occur with respect to this note or the Loan, it is agreed that all sums that otherwise would be usurious shall be immediately credited by the Bank as a payment of principal hereunder, or if this note has already been paid, immediately refunded to the Borrower. All compensation which constitutes interest under applicable law in connection with the Loan shall be amortized, prorated, allocated and spread over the full period of time any indebtedness is owing by the Borrower under the Loan, to the greatest extent permissible without exceeding the Maximum Rate in effect from time to time during such period.

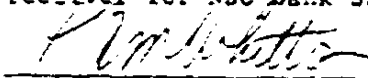
THIS NOTE AND ALL OF THE LOAN DOCUMENTS SHALL BE DEEMED CONTRACTS MADE UNDER THE LAWS OF THE STATE OF ILLINOIS AND FOR ALL PURPOSES SHALL BE INTERPRETED UNDER SUCH LAWS.

This note is issued pursuant to that certain Construction Loan Agreement of even date herewith between the Bank and the Borrower, to which reference is hereby made for certain rights of Bank as to acceleration of the maturity hereof upon the occurrence of certain events and for all other purposes.

This note is secured by (i) a Construction Mortgage of even date from the Borrower to the Bank, for the benefit of the Bank covering the real property and certain other property described therein, (ii) by an Assignment of Leases, Rents and Profits of even date from the Borrower to the Bank collaterally assigning to the Bank all leases and rents from the above-described real property and (iii) by a Security Agreement of even date from the Borrower, as debtor, to the Bank, as secured party, covering the personal property more particularly described therein.


THOMAS L. BRUNDAGE

Pay to the order of NATIONSBANK OF TEXAS, N.A. previously known as NCNB Texas National Bank without recourse or warranty. FEDERAL DEPOSIT INSURANCE CORPORATION, receiver for NBC Bank San Antonio, N.A.


Bank of America
Bank, Whitton, Attorney-in-Fact

30284575

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EXHIBIT "B"

Legal Description

The South 62.06 Feet of the North 283 Feet of the West 802.54 Feet (excepting the North 4.29 Feet of the West 564.65 Feet thereof and also excepting the West 50 Feet thereof taken for South Western Avenue) of the Southwest 1/4 of Section 18, Township 38 North, Range 14 East of the Third Principal Meridian, and also excepting therefrom the West 5.88 Feet of the East 168.97 Feet of the North 4.90 Feet of the said 62.06 Feet of the North 283 Feet of the West 802.54 Feet of the Southwest 1/4 of said Section 18, in Cook County, Illinois.

Address: Western Avenue, Chicago, Illinois

Permanent Tax Number: 20-18-300-013-0000

Property of Cook County Clerk's Office

92281575

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as the "Agreement") is made as of the ~~15th~~ day of July, 1988, by THOMAS L. BRUNDAGE (hereinafter referred to as "Debtor"), and NBC BANK-SAN ANTONIO, NATIONAL ASSOCIATION, a national banking association (which, together with its successors, endorsees, transferees and assigns, is hereinafter referred to as the "Secured Party").

RECITALS

A. Pursuant to certain Construction Loan Agreement of even date herewith between Debtor, as borrower, and Secured Party, as lender, (hereinafter referred to as the "Loan Agreement"), Secured Party has agreed to make a loan in the principal amount of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00) (hereinafter referred to as the "Loan") to Debtor.

B. The Loan is evidenced by that certain Construction Mortgage Note of even date herewith (hereinafter referred to as the "Note") made by Debtor and payable to Secured Party in the original principal amount of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00) and secured by that certain Construction Mortgage of even date herewith (hereinafter referred to as the "Mortgage") and the other Loan Documents (as such term is defined in the Loan Agreement).

C. As further security for all amounts now or hereafter owing on the Note, and for all obligations, liabilities and indebtedness of Debtor to Secured Party arising under, out of, pursuant to or in connection with, the Note, the Mortgage and the other Loan Documents, and as further security for the performance of all agreements, covenants, terms and conditions contained in the foregoing documents and instruments, Debtor has agreed to grant to Secured Party a security interest in all the property, whether owned by Debtor or hereafter acquired, and all substitutions or replacements thereof, described in Exhibit B attached hereto and by this reference made a part hereof. Such property described in Exhibit B hereto, and the proceeds of any sale, exchange, collection or other transfer thereof, are hereinafter referred to as the "Collateral."

D. The Collateral is located on certain real property owned by Debtor located at 5931 South Western Avenue, Chicago, Cook County, Illinois, and legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property").

With reference to the above recitals, and in reliance thereon, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Security Interest. Debtor hereby grants to Secured Party a continuing security interest in, and does hereby sell, assign, convey, confirm, pledge, mortgage and set over unto the Secured Party, the Collateral and all of Debtor's present and hereafter acquired right, title and interest in and to the Collateral, for the purpose of securing payment of all indebtedness, obligations and liabilities of Debtor to Secured Party arising under, out of, pursuant to, or in connection with, the Note, the Mortgage and the other Loan Documents and for performance of all agreements, covenants, terms and conditions contained in the foregoing documents and instruments.

2. Warranties, Representations and Covenants of Debtor. Debtor hereby warrants, represents and covenants, as of the date hereof and as of all dates hereafter, as follows:

(a) Debtor is, and as to portions of the Collateral to be acquired after the date hereof, will be, the sole owner of the Collateral, free from any lien, security interest, encumbrance or adverse claim of any kind whatsoever thereon and will not permit any financing statement to be filed with respect to the Collateral or any portion thereof or interest therein except in favor of Secured Party. Debtor will notify Secured Party of, and will defend the Collateral against, all claims and demands of all persons at any time claiming the same or any interest therein.

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(b) The Collateral is not used or bought for personal, family or household purposes.

(c) Subject to the terms of subparagraph 2(e) hereof, the Collateral will be kept on the Property and Debtor will not remove the Collateral from the Property without the prior written consent of Secured Party.

(d) At the request of Secured Party, Debtor has or will join Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary and/or desirable.

(e) Debtor will not, without the prior written consent of Secured Party which consent will not be unreasonably withheld, sell, offer to sell or otherwise transfer, exchange, dispose of, lease or otherwise deal with the Collateral or any portion or interest therein, unless simultaneously therewith new items of Collateral, which items may be similar to those proposed to be disposed of and which shall be of equal or greater value, are substituted therefor. Debtor shall file with the Secured Party a certificate signed by an authorized officer of Debtor, describing such portion of the Collateral as is being so disposed of and stating that the same has become obsolete, worn out, damaged, destroyed, sold, transferred or exchanged, and that such portion of the Collateral will be replaced immediately upon the removal thereof. Such certificate likewise shall identify and describe, and shall certify as to the reasonable and equivalent value of, the property so acquired or to be acquired in replacement or substitution. All after-acquired property covered hereby and all additions or replacements acquired pursuant to the provisions of this paragraph shall immediately be and become, without any other act, conveyance or mortgage on the part of the Debtor, subject to the security interest and lien of this Security Agreement which shall be prior to any other security interest or lien on such addition or replacement. Unless expressly recited or provided to the contrary in this Security Agreement or in any of the other Loan Documents, Debtor may not hereafter acquire any property subject to prior security interests. If the Collateral or any part thereof is sold, transferred, exchanged or otherwise disposed of, including as provided above, the security interest of Secured Party shall extend to the proceeds of such sale, transfer, exchange or other disposition.

(f) Debtor shall cause the Collateral at all times to be kept insured at its own expense under one or more policies with such companies, for such periods and amounts, against such risks and liabilities, and in such form as are satisfactory from time to time to the Secured Party, with Secured Party as a named insured and with proceeds payable to the Secured Party and non-contributory mortgagee clauses attached to all policies in favor of and in form satisfactory to Secured Party. Such insurance policies shall provide, at a minimum, for at least thirty (30) days prior written notice to Secured Party of cancellation, termination, lapse, reduction in amount or material change in the risk or coverage insured under such policies, and shall be delivered to and held by Secured Party, together with evidence of payment of premiums thereon. Debtor will promptly notify Secured Party of any loss or damage to the Collateral and will not adjust or settle such or any loss without the written consent of the Secured Party. In the event of foreclosure of or sale under this Agreement, all right, title and interest of Debtor in and to any insurance policies then in force shall pass to the purchaser at any sale, and Secured Party is hereby appointed attorney-in-fact for Debtor to assign and transfer said policies.

In the event of damage or casualty resulting in a loss payable under any of the aforementioned insurance policies, Secured Party is authorized at its option (i) itself to adjust and settle any claim under the appropriate policy pursuant to which right Secured Party is hereby appointed attorney-in-fact for Debtor to make proof of loss, or (ii) to allow Debtor on behalf of and in the name and stead of Secured Party to adjust and settle any such claim. In either case, Secured Party is authorized to collect and receipt for any such insurance proceeds paid pursuant to the settlement and such

authorization is hereby deemed an assignment to Secured Party by Debtor of its rights to any such proceeds.

The Secured Party may elect in its discretion either to apply the insurance proceeds upon and in reduction of the indebtedness secured hereby, whether due or not, or to make such proceeds available for restoration, reconstruction or replacement of the Collateral. If the Secured Party so elects to make such proceeds available for restoration, reconstruction or replacement of the Collateral, then Debtor shall promptly, at Debtor's sole cost and expense and regardless of whether said proceeds shall be sufficient for the purpose, restore, reconstruct or replace the Collateral as nearly as possible to its value, condition and character immediately prior to the event of damage or casualty.

(g) Debtor will keep the Collateral free from any lien, security interest or encumbrance and in good condition, repair and operating order and from time to time will promptly make needful and proper repairs, replacements, renewals, additions and betterments which may be required by reason of use, wear, obsolescence, damage or destruction, however caused, to the end that the good operation, condition and efficiency of the Collateral shall not be impaired, and will not misuse, abuse, allow to deteriorate, waste or destroy the Collateral or any part thereof, except for ordinary wear and tear in the course of its normal and expected use. Debtor will not use the Collateral in violation of any statute or governmental rule, regulation or ordinance.

(h) Debtor will pay prior to delinquency all taxes and assessments assessed against, levied upon or placed against the Collateral or on account of its use or operation, or upon this Agreement, or upon the Note (hereinafter referred to as the "impositions") and shall deliver to Secured Party, within ten (10) days after the due date of each the impositions a receipt, or other evidence satisfactory to Secured Party, of the payment thereof.

(i) Debtor will execute, alone or with Secured Party, any document, will procure any document and do all other acts and pay all connected costs, in a timely and proper manner, which from the character or use of the Collateral may be reasonably necessary to protect the Collateral against the rights, claims or interests of third persons, and will otherwise preserve the Collateral as security hereunder. The specific undertakings required of Debtor in this Agreement shall not be construed to exclude the aforementioned general obligation.

(j) Debtor shall furnish promptly to Secured Party such information concerning the Collateral as Secured Party may from time to time request, including, but not limited to accurate and detailed inventories of the Collateral, and shall permit, and hereby authorizes, Secured Party, its employees, agents and designees to examine and inspect the Collateral and any portion thereof wherever the same may be located and shall at the request of Secured Party assemble the Collateral or such portion thereof as may be designated by Secured Party, together with all documents and records pertaining thereto, at such place as Secured Party may designate.

3. Preservation of Collateral by Secured Party. Should Debtor refuse to make any payment, perform or observe any other covenant, condition or obligation, or take any other action which Debtor is obligated hereunder to make, perform, observe, take or do, at the time or in the manner herein provided, then Secured Party may, at Secured Party's sole discretion, without notice to or demand upon Debtor, and without releasing Debtor from any obligation, covenant or condition hereof, make, perform, observe, take or do the same in such manner and to such extent as Secured Party may deem necessary to protect its security interest in and/or the value of the Collateral. Furthermore, Secured Party may commence, defend, appeal or otherwise participate in any action or proceeding purporting to affect its security interest in and/or the value of the Collateral. Debtor hereby agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization (including court costs and attorneys' fees and disbursements), and agrees further to pay interest thereon at the Default Rate defined in the Note, from the date of said payment or expenditure.

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4. Use of Collateral by Debtor. Until default be made hereunder, Debtor may have possession of the Collateral and use it in any lawful manner contemplated in the Loan Documents and not inconsistent with this Agreement and not inconsistent with any policy of insurance thereof.

5. Default. The occurrence of any of the following shall constitute an event of default (hereinafter referred to as an "Event of Default") hereunder:

(a) If Debtor fails to observe or perform any term, covenant or condition of the Note, the Mortgage, this Agreement or any of the other Loan Documents and such default is not cured within the time period, if any, allowed for curing same under such document; or

(b) If any writ, attachment, citation, judgment, lien or distress warrant shall be issued against or levied on the Collateral, or any part thereof or interest therein; or if any petition for debtor's relief under any state or federal bankruptcy, reorganization or insolvency law shall be filed against or by Debtor or by any other person against Debtor; or if any trusteeship, receivership or assignment for the benefit of creditors shall be imposed upon the Debtor or its property or sought by the Debtor or if any other person seeks to impose such trusteeship, receivership or appointment for the benefit of creditors upon Debtor or any of its property; or

(c) If the Collateral or any part thereof is removed or transferred, or attempted to be removed or transferred, from the Property, or is sold, assigned or disposed of, in violation of the terms of Paragraph 2(c) and (e); or

(d) If any representation or warranty made by Debtor herein, or in any other instrument, agreement or written statement in any way related hereto, in connection with the Collateral or any portion thereof, or in connection with the loan transaction with which this Agreement is associated, shall prove to have been false or incorrect in any respect on or after the date when made.

6. Remedies upon Default. Upon the occurrence of an Event of Default, Secured Party may, in addition to exercising those remedies specified in any of the other Loan Documents, at any time, at its election, without further notice, and to the fullest extent permitted by law:

(a) Foreclose this Agreement and the security interest granted hereby, as herein provided, or in any manner permitted by law, either personally, through agents or by means of a court appointed receiver, in its sole discretion, and take possession of all or any of the Collateral and exclude therefrom Debtor and all others claiming through or under Debtor, and exercise any and all of the rights and remedies conferred upon Secured Party by the Note, the Mortgage and the other Loan Documents, or by applicable law, either concurrently or in such order as Secured Party may determine, and sell, lease or otherwise dispose of, or cause to be sold, leased or otherwise disposed of in such order as Secured Party may determine, as a whole or in such parcels as Secured Party may determine, (i) the Collateral described in this Agreement, (ii) the property described in the Mortgage, or both; or exercise any of the rights conferred upon the Secured Party by this Agreement, the Note, the Mortgage or the other Loan Documents without affecting in any way the rights or remedies to which Secured Party may be entitled under any of the other Loan Documents; and/or

(b) Make such payments and do such acts as Secured Party may deem necessary to protect its security interest in the Collateral, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge, claim or lien which is prior to or superior to the security interest granted hereunder, and, in exercising any such powers or authority, pay all expenses incurred in connection therewith, and all funds expended by Secured Party in protecting its security interest, with interest thereon at the Default Rate set forth in the Note, shall be deemed additional indebtedness secured by this Agreement; and/or

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(c) Require Debtor to assemble the Collateral, or any portion thereof, at any place or places designed by Secured Party, and promptly to deliver such Collateral to Secured Party, or an agent or representative designated by it; and/or

(d) Publicly or privately sell, lease or otherwise dispose of the Collateral, without necessarily having the Collateral at the place of sale, lease or disposition, and upon terms and in such manner as Secured Party may in its sole discretion determine. Secured Party may be a purchaser at any public sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made, and such notice, if given to the Debtor pursuant to the provisions of Paragraph 8 hereof at least ten (10) days prior to the date of any public sale or disposition or the date after which any private sale or disposition may occur, shall constitute reasonable notice of such sale, lease or other disposition; and/or

(e) Notify any account debtor or any other party obligated on or with respect to any of the Collateral to make payment to Secured Party or its nominee of any amounts due or to become due thereunder or with respect thereto and otherwise perform its obligations with respect to the Collateral on behalf of and for the benefit of Secured Party, and Secured Party may enforce collection and performance with respect to any of the Collateral by suit or otherwise, in its own name or in the name of Debtor or a nominee, and surrender, release or exchange all or any part thereof; and compromise, extend or renew (whether or not for longer than the original period) or transfer, assign or endorse for collection or otherwise, any indebtedness or obligation with respect to the Collateral, or evidenced thereby; and upon request of Secured Party, Debtor will, at its own expense, notify any person obligated on or with respect to any of the Collateral to make payment and performance directly to, in the name of, and on behalf of Secured Party of any amounts or performance due or to become due thereunder or with respect thereto; and/or

(f) Exercise any remedies of a Secured Party under the Uniform Commercial Code or any other applicable law.

To effectuate the foregoing, Debtor hereby agrees that if the Secured Party demands or attempts to take possession of the Collateral or any portion thereof in exercise of its rights and remedies hereunder, or under any of the other Loan Documents, Debtor will promptly turn over and deliver possession thereof to Secured Party, and Debtor authorizes, to the extent Debtor may now or hereafter lawfully grant such authority, Secured Party, its employees and agents, and potential bidders or purchasers to enter upon any or all of the premises where the Collateral or any portion thereof may at the time be located (or believed to be located) and Secured Party may (i) remove the same therefrom or render the same inoperable (with or without removal from such location), (ii) repair, operate, use or manage the Collateral or any portion thereof, (iii) maintain, repair or store the Collateral or any portion thereof, (iv) view, inspect and prepare for sale, lease or disposition the Collateral or any portion thereof, (v) sell, lease, dispose of or consume the same or bid thereon, or (vi) incorporate the Collateral or any portion thereof into the Property.

Debtor hereby agrees to indemnify and hold harmless Secured Party and its employees, officers and agents, for and against any and all liabilities, claims and obligations which may be incurred, asserted or imposed upon them or any of them as a result of or in connection with any use, operation, lease or consumption of any of the Collateral or as a result of Secured Party's seeking to obtain performance of any of the obligations due with respect to the Collateral, except such liabilities, claims or obligations as result from negligence or intentional misconduct of Secured Party, its employees, officers or agents.

The proceeds of any sale under this Paragraph 6 shall be applied first to the payment of any additional sums owing to Secured Party pursuant to the provisions of the Note, the Mortgage, this Agreement, or any of the other Loan Documents whether as advances, attorneys' fees, delinquencies, costs and expenses of exercising the rights and remedies granted hereunder or thereunder (including costs of preparation of the

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Collateral or any portion thereof for sale, lease or other disposition), or otherwise; second, to the payment of any overdue or accrued late charges or interest upon the Note; and third, to the repayment of all or any portion of the principal sum of the Note at the time outstanding.

Secured Party shall have the right to enforce one or more remedies hereunder or under the Loan Documents, successively or concurrently, and such action shall not operate to estop or prevent Secured Party from pursuing any further remedy which it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Debtor until full payment of any deficiency has been made in cash.

7. Other Remedies. The Mortgage and this Agreement shall be construed together as a single instrument and in any case in which the Secured Party is authorized to proceed in the manner set forth in paragraph 6 hereof, Secured Party may, at its sole option and in lieu of proceeding under paragraph 6 hereof, proceed as to both the Property and the Collateral in accordance with Secured Party's rights and remedies in respect to the Property under the Mortgage. Any receiver appointed in any proceedings to foreclose said Mortgage, or the Mortgagee therein, upon taking possession of the Property, shall have full power to take immediate possession of, manage and control the Collateral and use the same in the operation of a business upon the Property. Any and all remedies herein expressly conferred upon Secured Party shall be deemed cumulative with, and not exclusive of, any other remedy conferred hereby or by law or equity on Secured Party, and the exercise of any one remedy shall not preclude the exercise of any other.

8. Notices. All notices, demands and other communications given hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery, addressed as follows:

If to Debtor:

Mr. Thomas L. Brundage
254 Spencer Lane
San Antonio, Texas 78201

with a copy to:

Michael Connelly, Esq.
188 West Randolph Street
Suite 4200
Chicago, Illinois 60601-3967

If to Secured Party:

NBC Bank-San Antonio, National Association
P.O. Drawer 121
San Antonio, Texas 78291
Attention: Mr. Lamar R. Spencer, Senior Vice President

with a copy to:

Coffield Ungaretti Harris & Sarin
3500 Three First National Plaza
Chicago, Illinois 60602
Attention: Richard A. Ungaretti, Esq.

and

Cox & Smith
600 NBC Building
San Antonio, Texas 78205
Attention: Carol J. Meurer, Esq.

or at such other address as Secured Party or Debtor shall have furnished the other in writing, and shall be deemed to have been given at the time mailed, or in the case of hand delivery, at the time delivered.

9. Waiver. By exercising or failing to exercise any of its rights, options or elections hereunder, Secured Party shall not be deemed to have waived any breach or default on the part of Debtor or to have released Debtor from any of its obligations hereunder, unless such waiver or release is in writing and signed by Secured Party. In addition, the waiver by Secured Party of any breach hereof or default in payment of any indebtedness secured hereby shall not be deemed to constitute a waiver of any succeeding breach or default.

10. Affixed Collateral. The inclusion in this Security Agreement of any Collateral which may now be, or hereafter become, affixed or in any manner attached to the Property shall be without prejudice to any claim at any time made by Secured Party that such Collateral is, or has become, a part of the Property, or an accession to such Property.

11. Time of Essence. Time is of the essence of this Agreement and all of its provisions.

12. Binding upon Successors. All agreements, covenants, conditions and provisions of this Agreement shall apply to and bind the successors and assigns of all parties hereto. The term "Secured Party" shall also include any and all successors of Secured Party and any endorsees, transferees and assigns of the indebtedness secured hereby.

13. Headings. The headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

14. Amendment. This Agreement can be modified or rescinded only by writing expressly referring to this Agreement and signed by Secured Party and Debtor.

15. Invalidity of Provisions. Every provision hereof is intended to be severable. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the provisions hereof which shall remain binding and enforceable.

16. Inspection. Debtor will permit Secured Party, its agents and representatives, or designees of Secured Party to inspect the Collateral at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DEBTOR:

Thomas A. Brundage
Thomas A. Brundage

SECURED PARTY:

NBC BANK-SAN ANTONIO,
NATIONAL ASSOCIATION,
a national banking association

By:

L. Ammer R. Spence
Name: L. Ammer R. Spence
Title: Sr. Vice President

Property of

32284575

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EXHIBIT A

Legal Description

The South 62.06 Feet of the North 253 Feet of the West 802.54 Feet (excepting the North 4.29 Feet of the West 564.85 Feet thereof and also excepting the West 50 Feet thereof taken for South Western Avenue) of the Southwest 1/4 of Section 18, Township 18 North, Range 14 East of the Third Principal Meridian, and also excepting therefrom the West 5.88 Feet of the East 168.97 Feet of the North 4.96 Feet of the said 62.06 Feet of the North 283 Feet of the West 802.54 Feet of the Southwest 1/4 of said Section 18, in Cook County, Illinois.

Address: Western Avenue, Chicago, Illinois

Permanent Tax Number: 20-15-306-013-0900

Property of Cook County Clerk's Office

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6. All proceeds of or any payments due to or for the account of Debtor under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Collateral, the Property or any building or improvement now or hereafter located on the Property, whether or not such policy or agreement is owned or was provided by Debtor or names Debtor or Secured Party as beneficiary or loss payee and all refunds of unearned premiums payable to Debtor on or with respect to any such policies or agreements.

7. Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the Property or any building or improvement now or hereafter located on the Property.

8. All proceeds of, substitutions and replacement for accessions to and products of any of the foregoing in whatever form, including, without limitation, cash checks, drafts and other instruments for the payment of money (whether intended as payment or credit items), chattel paper, security agreements, documents of title and all other documents and instruments.

Property of Cook County Clerk's Office

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