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MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT dated as of November 1, 1993, by and between Eastern Options, Inc. (collectively, the "Mortgagors"), and WATER TOWER BANK, an Illinois corporation (the "Bank");

WITNESSETH:

DEPT-01 RECORDING \$35.50

746666 TRAN 5278 11/19/93 11:56:00

WITNESSETH, the Mortgagors heretofore executed and delivered to the Bank the following documents (collectively, the "Documents");

17-33-100-011 93950107
COOK COUNTY RECORDER

(i) Mortgage dated March 8, 1991, from the Mortgagors to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 91107609; and

(ii) Assignment of Rents dated March 8, 1991, from the Mortgagors to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 91107610;

in order to secure a loan from the Bank to the Mortgagors (the "Loan") in the original principal amount of \$ 126,000.00 (current balance \$ 109,738.48); and

WHEREAS, the Loan is evidenced by the Promissory Note from the Mortgagors to the Bank dated March 15, 1993, (the "Note") and, prior to the execution and delivery of the Note, the Loan was evidenced by one or more prior notes from the Mortgagors to the Bank, including without limitation the following:

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Permanent Tax Index Number(s):

17-33-100-011

This Instrument Prepared by and to be Returned After Recording to:

Frances A. Kieper

Water Tower Bank

717 N. Michigan Ave.

Chicago, Illinois 60611

Address of Premises:

3139 South Halsted St.

Chicago, Illinois



Handwritten signature or initials, possibly "35 50" and "JF", located at the bottom right of the page.

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PROPERTY OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

WITNESSETH my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

CLERK OF THE COUNTY OF COOK, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

CLERK OF THE COUNTY OF COOK, ILLINOIS

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CLERK OF THE COUNTY OF COOK, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

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1. Promissory Note in the amount of \$126,000.00 signed by Eastern Options, Inc. to Water Tower Bank dated March 8, 1991; said Note replaced by March 15, 1992 Note; and
2. Promissory Note in the amount of \$121,803.28 signed by Eastern Options, Inc. to Water Tower Bank dated March 15, 1992; said Note replaced by March 15, 1993 Note; and

WHEREAS, the Note and all prior notes evidencing the Loan are referred to herein collectively as the "Notes"; and

WHEREAS, each of the Notes recites that it is secured by, among other things, the Documents; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to confirm of record that the Documents secure the Loan, the Notes and any extensions, replacements, substitutions, modifications and amendments of the Notes, as more fully provided for herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Documents to Secure Notes. The Mortgagors hereby acknowledge and confirm that each of the Documents secures the Loan and the Notes and any extensions, replacements, substitutions, modifications and amendments of the Notes. Each of the Documents is hereby modified and amended accordingly to recite that it secures the Loan and the Notes, and any extensions, replacements, substitutions, modifications and amendments of the Notes.

Section 3. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 4. Note and Documents to Remain in Effect; Confirmation of Obligations; References. The Note and the Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagors hereby (i) confirm and reaffirm all of their obligations under the Notes and the Documents as modified and amended herein; (ii) acknowledge and agree that the Bank, by

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1991.

ROBERT J. COOK, Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

My commission expires on 12/31/91

Witness my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1991.

ROBERT J. COOK, Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

My commission expires on 12/31/91

Witness my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1991.

ROBERT J. COOK, Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

My commission expires on 12/31/91

Witness my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1991.

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entering into this Agreement, does not waive any existing or future default or event of default under any of the Notes or the Documents, or any rights or remedies under any of the Notes or the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Notes or the Documents, or any rights or remedies under any of the Notes or the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Notes or the Documents as modified and amended herein. All references in the Notes or the Documents to any one or more of the Notes or the Documents shall be deemed to refer to the Note, such of the Notes or the Documents, as the case may be, as modified and amended by this Agreement.

Section 5. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagors hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Notes and the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 6. Entire Agreement. This Agreement sets forth all of the Covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 7. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 10. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, at Chicago, Illinois, this 1st day of January, 1900.

Witness my hand and the seal of said County Clerk's Office, at Chicago, Illinois, this 1st day of January, 1900.

Property of Cook County Clerk's Office

Attest my hand and the seal of said County Clerk's Office, at Chicago, Illinois, this 1st day of January, 1900.

Property of Cook County Clerk's Office

Attest my hand and the seal of said County Clerk's Office, at Chicago, Illinois, this 1st day of January, 1900.

Property of Cook County Clerk's Office

Attest my hand and the seal of said County Clerk's Office, at Chicago, Illinois, this 1st day of January, 1900.

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the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 11. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written:

By: Shirley L. Wong
Shirley L. Wong, President of Eastern Options, Inc

By: Shiowfen J. Yin
Shiowfen J. Yin, Secretary of Eastern Options, Inc.

WATER TOWER BANK

By: Francis B. Lopez

Title: Vice President

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EXHIBIT A

LEGAL DESCRIPTION

LOT 16 IN SUBDIVISION OF BLOCK 1 IN SEAVERN'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 8 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 33, TOWNSHIP 39, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-33-100-010

C/K/A: 3139 S. HALSTED ST., CHICAGO, ILLINOIS

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois at Springfield, this 1st day of January, 1907.

ROBERT R. COOPER, Governor

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