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COOK COUNTY RECORDER

NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made this 29th day of October, 1993, by and between Chicago Title and Trust Company not personally but as Trustee under Trust Agreement dated the 15th day of November, 1991, and known as Trust No. 1096877 (hereinafter referred to as Maker), having an office at 3124 W. Montrose, Chicago, Illinois 60618 and Harry Flyer and Victor Spector the holder of the hereinafter described Commercial Note ("Note"), (hereinafter referred to as Bearer, having an office c/o Richard Indyke 221 North LaSalle Street, Chicago, Illinois 60601.

WITNESSETH:

WHEREAS, Maker executed and delivered its certain Commercial Note dated the 15th day of November, 1991, in the original principal amount of Thirty-Nine Thousand and 00/100 (\$39,000.00) DOLLARS payable to Bearer (hereinafter referred to as the "Note") secured by a Mortgage of even date therewith from Maker to Harry Flyer and Victor Spector as Mortgagee recorded in the Office of the Recorder of Deeds of Cook County, Illinois on the 15th day of November, 1991, as Document No. 91603910 (hereinafter referred to as the Mortgage) conveying and mortgaging all property described therein and located on the real estate legally described as follows:

Lot 16 in Block 64 in Northwest Land Associations Subdivision of the West 1/2 of the N.W. 1/4 of Section 13, Township 40 North, Range 13, East of the 3rd P.M. (except right of way of the Northwestern Elev. R.R. Co.) in Cook County, Illinois.

PIN: 13-13-126-028

Commonly known as: 3124 West Montrose, Chicago, Illinois

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WHEREAS, the Note and Mortgage provide for the payment of the original principal amount of Thirty-Nine Thousand (\$39,000.00) DOLLARS together with interest on the unpaid principal balance payable at the rate, on the dates and in the manner set forth in the Note and Mortgage; and

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WHEREAS, as of the date hereof, the unpaid principal balance of the Note is Thirty Two Thousand Three Hundred Fifty One and 49/100 (\$32,351.49) DOLLARS and interest to September 15, 1993, has been paid; and

WHEREAS, maker has asked Harry Flyer and Victor Spector to extend the due date of The above described Note and they are willing to consent to the extension of time to repay the balance due under the Note effective November 15, 1993

NOW THEREFORE, in consideration of the sum of FIFTY THREE and 23/100 (\$53.23) DOLLARS the receipt of which is hereby acknowledged, the consent of Maker to Bearer the mutual agreements herein contained and upon the express condition that the execution of this agreement will not impair the lien of the aforesaid Mortgage and that there will be no further mortgage or other lien subsequent to the lien of the aforesaid Mortgage dated November 15, 1991, held by Harry Flyer & Victor Spector the Note secured thereby and this Note and Mortgage Modification Agreement and so it is agreed as follows:

1. That notwithstanding anything to the contrary in the Note or Mortgage effective as of November 15, 1993, the Note and Mortgage are hereby modified and amended to read as follows: The unpaid principal balance of the Note in the amount of 32,600.00 DOLLARS together with interest from November 15, 1993, until maturity, November 15, 1997, at the rate of 13% percent per annum, amortized over six years and shall be due and payable as follows: Principal and Interest in installments of Six Hundred Fifty-Four and 41/100 (\$654.41) DOLLARS the first payment on the 15 day of December, 1993, and EIGHT HUNDRED FOUR and 83/100 DOLLARS on the 15th day of each month for 47 months, thereafter; said installments shall be first applied to the payment of accrued interest and the balance thereof applied on account of principal; the remaining unpaid principal balance together with all accrued interest thereon, if no sooner paid, shall in any event be due and payable on the 15th day of November 1997, when the loan matures and Maker acknowledges that at such time there will be a principal balance of approximately \$13,765.43.

2. That any subsequent conveyance, transfer, or assignment of the title to the mortgaged property or beneficial interest shall be subject to the provisions of Paragraph 17 of the Mortgage.

3. Mortgagor warrants that the lien of the Mortgage and any other liens held by Harry Flyer and Victor Spector on said real estate and beneficial interest of the land trust, Chicago Itle and Trust Company Trustee, Trust No. 1096877 are valid for all purposes.

4. That all of the property described in the Mortgage shall remain in all respects subject to the lien, charge or encumbrance of said Mortgage or conveyance of title (if any) effected thereby, and nothing herein contained and nothing done pursuant thereto, shall affect or be construed to affect the lien, charge or encumbrance of or conveyance affected

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by the Trust Deed, or the priority thereof over other liens, charges, encumbrances or conveyances, or, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under, or on account of said Note and/or Trust Deed; nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security or instrument, if any held by as security for, or evidence of, the aforesaid indebtedness.

5. Both principal and interest are payable at such place as the legal holder of the Note may from time to time, in writing appoint.

6. The principal of each of said installments unless paid when due shall bear interest after maturity at the rate of 17% per annum as set forth in the note.

7. That upon the sale or transfer of the whole or portion of the premises secured and affected by said mortgage and modification, the entire balance then due and owing to the holder of said Note shall be due and payable.

8. The Mortgagor waives any and all defects, right of offset and defenses of any kind with respect to the Mortgage recorded as Document No. 91603910 and dated November 15, 1991.

9. Mortgagor warrants good title to the premises mortgaged hereby the trust aforescribed and further states that since the grant of the Mortgage aforescribed there has been no new encumbrances, lien or any other cloud imposed upon the title to said premises nor is there any pending or threatened litigation concerning or affecting same, including any unresolved building code violations.

10. Mortgagor agrees that the debt secured hereunder is not assumable or assignable and said debt is due and payable in full upon any transfer of any interest in or to said property or interest in the above described land trust.

11. This agreement is supplementary to said Mortgage. All the provisions thereof and of the Principal Note or Notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Notes, and shall remain in full force and effect except as herein expressly modified. The mortgagor agrees to perform all the covenants of the Grantor or Grantors of said Mortgage. The provisions of this indenture shall inure to the benefit of any holder of said Principal Note and interest and shall further bind the heirs, personal representatives and assigns of the mortgagor.

12. That except as specifically amended or modified hereby, the terms and conditions of the Note and Mortgage shall remain unchanged and in full force and effect.

11/15/91

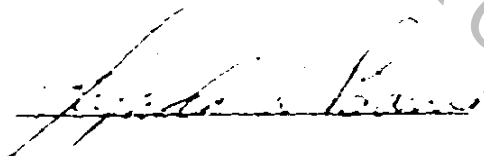
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THIS AGREEMENT is executed by Maker, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Maker hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note or trust Deed contained shall be construed as creating any liability on said Maker personally or as Trustee aforesaid to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by the legal holder of the Note and by every person now or hereafter claiming any right or security hereunder, and that so far as said Maker personally or as trustee as aforesaid is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment hereof, by the enforcement of the prior lien hereby modified, in the manner herein and in the Note and Trust Deed provided, or by action to enforce the personal liability of the guarantors, if any.

Chicago Title & Trust Company
As Trustee and not personally in its
dated November 15, 1991, and known as

Trust No. 1096877

By:


ITS _____

This Mortgage is executed by the CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said TRUSTEE but Mortgagee shall look solely to said beneficiary or guarantor personally to pay the NOTE or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained. The Mortgagee hereby waiving as to the TRUSTEE only, all such liability, if any, and by every person now or hereafter claiming any right or security hereunder, and as far as the parties and their successors and assigns are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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IN WITNESS WHEREOF, CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee aforesaid, has caused these presents to be signed by one of its _____ or _____ and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

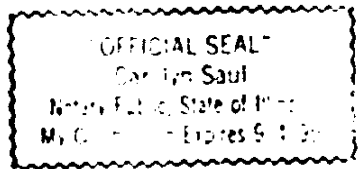
CHICAGO TITLE AND TRUST COMPANY, solely as Trustee under Trust No. 1096877 and not personally,

By: _____
Attest: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Carolyn Saul, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS B. BAKER of CHICAGO TITLE AND TRUST COMPANY, and _____ of said CHICAGO TITLE AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said CHICAGO TITLE AND TRUST COMPANY, as Trustee, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that he, as custodian of the corporate seal of said CHICAGO TITLE AND TRUST COMPANY, did affix the said corporate seal of said CHICAGO TITLE AND TRUST COMPANY, to said instrument as his own free and voluntary act, and as the free and voluntary act of said CHICAGO TITLE AND TRUST COMPANY, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of August, 1993.



Carolyn Saul
Notary Public

My Commission Expires: _____

RICHARD INDYKE
ATTORNEY AT LAW
221 NORTH LA SALLE STREET • SUITE 1200
CHICAGO, ILLINOIS 60601-1305

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