

LOAN MODIFICATION AGREEMENT

93067246

THIS AGREEMENT dated as of September 30, 1992, by and between the Harris Bank Hinsdale, National Association ("Mortgagee"); the Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated December 8, 1986 and known as Trust No. L-1444 ("Mortgagor"); and Cloister Development Co. and Patrick J. O'Malley ("Guarantors), witnesseth:

WHEREAS, Mortgagee agreed to lend Mortgagor the principal amount of Nine Hundred Thousand and No/100 Dollars (\$900,000.00) evidenced by a promissory note dated April 30, 1987, and secured by a mortgage dated April 30, 1987, recorded May 6, 1987, in the Recorder's Office of Cook County, Illinois as Document No. 87242045, mortgaging, granting, and conveying to Mortgagee the property legally described as:

Lot 27 in Block 2 (except the West 230 feet of the North 195 feet thereof) in Arthur T. McIntosh and Company's Southtown Farms Unit Number 2, being a subdivision in Fractional Sections 27 and 28 North of the Indian Boundary Line, in Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. : 28-28-202-057-0000

Commonly known as: 4849 West 167th Street, Oak Forest, IL 60452

WHEREAS, the parties hereto executed a Loan Modification Agreement dated October 30, 1988 and recorded in the Recorder's Office of Cook County as Document No. 89080097 extending the maturity date of the note and mortgage to October 30, 1989

WHEREAS, the parties hereto executed a Loan Modification Agreement dated October 1989 and recorded in the Recorder's Office of Cook County as Document No. 89596514 extending the maturity date of the note and mortgage to October 30, 1990

WHEREAS, the parties hereto executed a Loan Modification Agreement dated October 30, 1990 and recorded in the Recorder's Office of Cook County as Document 90568358 extending the maturity date of the note and mortgage to October 30, 1991.

WHEREAS, the parties hereto executed a Loan Modification Agreement dated October 30, 1991 and recorded in the Recorder's Office of Cook County as Document 92224812 extending the maturity date of the note and mortgage to April 30, 1992.

WHEREAS, the parties hereto executed a Loan Modification Agreement dated April 30, 1992 and recorded in the Recorder's Office of Cook County as Document 92633749 extending the maturity date of the note and mortgage to September 30, 1992.

WHEREAS, said note is due and payable and the parties hereto wish to extend the maturity date of the note;

NOW, THEREFORE, the parties hereto agree to extend the maturity date of the note and mortgage to January 30, 1993. The parties further agree that the outstanding principal balance will bear interest at one percent (1.00%) higher than the Harris Bank Hinsdale, National Association prime rate of interest as set from time to time and shall change as and when there is a change in said prime rate. The prime rate of interest as of the date of this Agreement is six percent (6.00%).

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In all other respects, the parties hereto reconfirm and ratify the provisions of the mortgage and note, and previous loan modification agreements.

This Loan Modification Agreement is executed by the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid in the exercise of the power and authority vested in it as such Trustee; and it is expressly understood and agreed that nothing contained herein or in said note and mortgage shall be construed as creating any liability on the Harris Bank Hinsdale, National Association as Trustee or on the Harris Bank Hinsdale, National Association personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the Trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the Harris Bank Hinsdale, National Association as Trustee and its successors and the Harris Bank Hinsdale, National Association personally 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 conveyed thereby for the payment hereof, 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.

IN WITNESS WHEREOF, the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid, has executed this Loan Modification Agreement this 24 day of Nov, 1992.

Harris Bank Hinsdale, National Association
as Trustee under Trust Agreement dated December 8, 1986,
and known as Trust No. L-1444, and not personally

By: [Signature]
Assistant Vice President/Trust Officer

Attest: [Signature]
Assistant Vice President

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 24 day of Nov, 1992.

By: [Signature]
Vice President

IN WITNESS WHEREOF, Guarantors have executed this Loan Modification Agreement this 24 day of Sept, 1992.

CLOISTER DEVELOPMENT CO.

[Signature]
Patrick J. O'Malley, President

[Signature]
Patrick J. O'Malley

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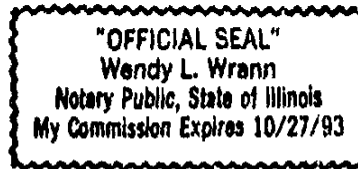
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State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President/Trust Officer of Harris Bank Hinsdale, National Association and Carol Ziemian who is Assistant Vice President of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/Trust Officer, and Assistant Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 24 day of Nov, 1992.

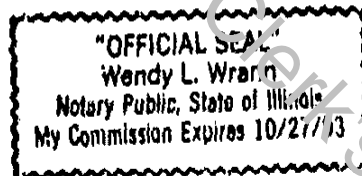
Wendy L. Wrann
Notary Public



State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that John F. Kovacs, who is Vice President of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 24 day of Nov, 1992.

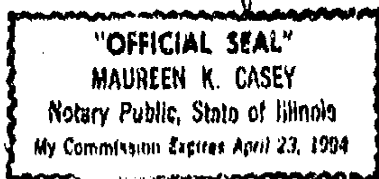
Wendy L. Wrann
Notary Public



State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Patrick J. O'Malley, who is President of Cloister Development Co., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 30 day of September, 1992.

Maureen K. Casey
Notary Public



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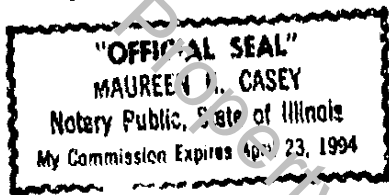
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State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Patrick J. O'Malley, 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 free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 10 day of September, 1992.

Maureen Casey
Notary Public



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Prepared by and mail to:

Helen Mardula/cz
Harris Bank Hinsdale
50 S. Lincoln Street
Hinsdale, IL 60521

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