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FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This Agreement entered into as of December 31, 1992 by and between GARY H. CRYTSEY AND CAROL S. CRYTSEY, jointly and severally (the "Borrower"), and LASALLE BANK OF LISLE, an Illinois banking association having an address at 4733 Main Street, Lisle, Illinois, 60532, (herein "Lender").

R E C I T A L S:

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A. Borrower, Gary Thorsen and Gayla Thorsen executed a Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") dated August 8, 1989 and filed on August 8, 1989 as Document No. LR3815725 with the Registrar of Torrens Titles of Cook County, Illinois (the "Registrar's Office") and encumbering certain property commonly known as 6027-6030 Lenzi, Hodgkins, Illinois and as more particularly described in Exhibit A attached hereto (the "Premises");

B. Gary Thorsen and Gayla Thorsen conveyed their interest in the Premises to Borrower by deed dated August 8, 1989 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on May 6, 1992 as Document No. 92-308575.

C. The Mortgage secures that certain Note dated August 8, 1989, in the original principal amount of \$640,000, as amended by a Modification and Extension Note dated September 30, 1992 in the principal amount of \$623,774 and by a Modification and Extension Note dated as of December 31, 1992 in the principal amount of \$750,000 (collectively, which such note, together with any and all extensions, renewals and modifications thereof and substitutions therefor, is referred to herein as the "Note");

B. Borrower desires hereby to amend the Mortgage to reflect the amendment of the Note extending the maturity date, increasing the loan amount and changing certain payment obligations thereunder.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Note Secured. (a) The term "Note", as defined in the Mortgage, is hereby amended to be the Note as defined herein.

(b) Mortgagor expressly agrees that the Mortgage secures the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and any other sums, liabilities or indebtedness as set forth in the Mortgage.

2. Escrow. Mortgagor agrees to deposit monthly payments with Mortgagee for the payment of real estate taxes and insurance in accordance with Section 12 of the Mortgage.

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3. Continuing Effect. All the terms of the Mortgage are hereby incorporated by reference herein, and the Mortgage, except as hereby modified, shall remain in full force and effect in all respects. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

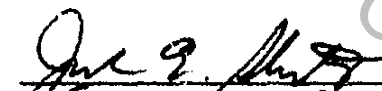
IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

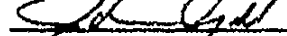

GARY H. CRYTSE


CAROL S. CRYTSE

ATTEST:

LASALLE BANK OF LISLE

By: 
Its: Senior Vice President

By: 
Its: Commercial Loan Officer

This Document Prepared by:

Harrison J. McCown, Esq.
ABN AMRO North America, Inc.
135 S. LaSalle Street
Chicago, Illinois 60603

Following Recording, Return To:

John E. Gill
LaSalle Bank of Lisle
4733 Main Street
Lisle, Illinois 60532

HJM:clk
X011431.AGR
January 26, 1993

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GARY H. CRYTSER AND CAROL S. CRYTSER who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, that they appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of January, 1993.

[Signature]
Notary Public

My Commission Expires:

9-17-95

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

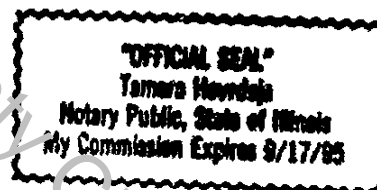
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOHN GILL of LASALLE BANK OF Lisle and LOAN OFFICER of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such N/A and N/A, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 26 day of January, 1993.

Tamara Howard
Notary Public

My Commission Expires:

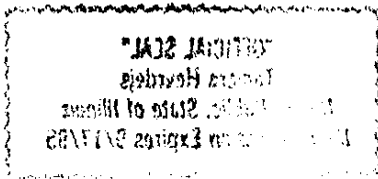
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EXHIBIT "A"

Legal Description

PARCEL 1:

LOT 8 IN BLOCK 3 IN THE LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1925, AS DOCUMENT 8973825 IN BOOK 209 OF PLATS PAGE 32, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 27 IN BLOCK 2 IN THE LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 14, 1925, AS DOCUMENT 8973825 IN BOOK 209 OF PLATS PAGE 32, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 9 IN BLOCK 3 IN THE LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1925, AS DOCUMENT 8973825 IN BOOK 209 OF PLATS PAGE 32, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 28 IN BLOCK 2 IN THE LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1925, AS DOCUMENT 8973825 IN BOOK 209 OF PLATS PAGE 32, IN COOK COUNTY, ILLINOIS.

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