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mod/ext.1
06/30/91

LOAN NUMBER- 073595

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the FIRST day of JANUARY, 1993, by and between FIRST NATIONAL BANK OF CICERO, A National Banking Association hereinafter also referred to as "Bank" the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and First National Bank of Cicero, not personally but as Trustee of Trust #67B3 U/T/A/D 7/17/80, hereinafter referred to as "Borrower", the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed AND Walter Daniels (Individual), James Persino (Individual), hereafter collectively referred to as "Guarantor".

WITNESSETH:

1. The parties hereby agree to extend or modify the terms of payment of the indebtedness evidenced by the "Demand or Time Note" with Rider 1-A attached thereto of the Borrower in the original principal amount of FIVE HUNDRED FORTY THOUSAND DOLLARS (\$ 540,000.00) dated JUNE 29, 1990, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded JULY 6, 1990 in the office of the Recorder of Deeds, COOK County, Illinois, as Document Number 90-324530 and a Collateral Assignment of Leases and Rents recorded JULY 6, 1990 as Document Number 90-324529 in the office of the Recorder of Deeds conveyed to FIRST NATIONAL BANK OF CICERO, A National Banking Association, pertaining to certain real estate in COOK County, Illinois and described as follows:

SEE ATTACHED SCHEDULE "A"

2. The amount remaining unpaid on the indebtedness is \$ 540,000.00 (the "Indebtedness").

3. The interest charged on the Note is R* + 1% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:

a. \$ 540,000.00 at the rate of R* + 1% per annum on actual elapsed days based upon a year consisting of 360 days;

b. Interest only is payable on the principal amount from date hereof at the rate of R + 1% per annum and shall be paid on April 1, 1993 and on a new maturity date of July 1, 1993 unless Bank, solely at its discretion, extends or modifies in writing this new maturity.

* The designation of said rate includes the Letter "R" or the term "Reference", such letter or term shall mean the "Reference Rate", which at any time, from time to time, shall be the rate of interest then most recently announced by the Bank as its Reference Rate; and each change in the interest rate hereon shall take effect on the effective date of the change in the Reference Rate. The Bank shall not be obligated to give notice of any change in the Reference Rate. The interest shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed, unless otherwise specified herein.

THIS INSTRUMENT WAS PREPARED BY: RETURN RECORDED DOCUMENT TO:

RONALD J. FARMER
VICE PRESIDENT
FIRST NATIONAL BANK OF CICERO
6000 WEST CERMAK ROAD
CICERO, ILLINOIS 60650

PINNACLE BANK GROUP
ATTN: LOAN OPERATIONS DEPT.
C/O BANK OF LAGRANGE PARK
545 SHERWOOD
LAGRANGE PARK, IL 60525

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Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of R + 3 % per annum.

4. The entire principal balance, if not paid sooner, shall be paid on July 1, 1993.

5. BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF (5%) FIVE PERCENT OF ANY MONTHLY INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 15 DAYS AFTER THE INSTALLMENT IS DUE.

6. In consideration of the Bank's agreeing to this Modification and/or Extension Agreement, the Borrower has granted to Bank the following additional collateral to secure this indebtedness, to wit:

- a) Assignment of 100% of the beneficial interest in that certain Land Trust known as Trust Number 25-8092 of the Bank of Ravenswood, not personally but as Trustee U/T/A/D October 14, 1986 pursuant to a "Security Agreement and Collateral Assignment Under Land Trust" dated April 1, 1991, a "Third Party Pledge Agreement" dated April 1, 1991 and a Letter of Understanding dated April 1, 1991.
- b) Assignment of 100% of the beneficial interest in that certain Land Trust known as Trust Number 9461 of the First National Bank of Cicero, not personally, but as Trustee U/T/A/D May 10, 1988 pursuant to a "Security Agreement Under Land Trust" dated October 1, 1991, and a "Third Party Pledge Agreement" dated October 1, 1991.
- c) A Mortgage dated October 1, 1991 on the real property titled in the name of First National Bank of Cicero, not personally, but as Trustee of that certain Land Trust known as Trust No. 9461 U/T/A/D May 10, 1988 as more fully described in Schedule "B" attached hereto and made an integral part hereof pursuant to that certain "Third Party Pledge Agreement" dated October 1, 1991.
- d) Assignment of 100% of the beneficial interest in that certain Land Trust known as Trust Number 9378 of the First National Bank of Cicero, not personally, but as Trustee U/T/A/D January 28, 1988 pursuant to a "Security Agreement Under Land Trust" dated October 1, 1991, and a "Third Party Pledge Agreement" dated October 1, 1991.
- e) A Mortgage dated October 1, 1991 on the real property titled in the name of First National Bank of Cicero, not personally, but as Trustee of that certain Land Trust known as Trust No. 9378 U/T/A/D January 28, 1988 as more fully described in Schedule "C" attached hereto and made an integral part hereof pursuant to that certain "Third Party Pledge Agreement" dated October 1, 1991.

7. RIDER TO NOTE: Rider 1-A attached to and made an integral part of the heretobefore stated "Note", Section 1, Page 1 and as modified by any and all previous "Modification and/or Extension Agreements" of various dates is changed from Fifteen Thousand dollars and no cents (\$15,000.00) to Seventeen Thousand Seven Hundred Fifteen Dollars and no cents (\$17,715.00)

8. SALE OF COLLATERAL: The Borrower(s), Grantor(s), guarantor(s), mortgagor(s), or Assignor(s), jointly and/or severally, each and every one of them, covenants, warrants, agrees and understands with Bank that, while this Agreement is in effect, Borrower shall:

Pay proceeds from sale of property listed in Schedule "A" as follows, to wit:

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Cause one hundred percent (100%) of all net proceeds from the sale of aforesaid real property and/or any personal property related thereto, whether now existing or hereafter arising in the future, of Borrower or Grantor or Guarantor or Mortgagor or Assignor, or of any one or more of them, in which the Borrower or Grantor or Guarantor or Mortgagor or Assignor has conveyed, granted, sold pledged, bargained, assigned, and/or transferred all of Borrower's or Grantor's or Guarantor's or Mortgagor's or Assignor's rights, titles and interest, however evidenced, whether now existing or hereafter arising in the future, to be wire transferred or otherwise delivered to Bank within three (3) business days following closing of the transaction.

The Bank covenants, warrants, agrees and understands that, while this Agreement is in effect, Bank shall:

Apply any and all proceeds delivered to Bank from the sale of the aforesaid real property or personal property of Borrower or Grantor or Guarantor or Mortgagor or Assignor, or of any one or more of them, as detailed hereinabove, as payment towards the indebtedness, whether now existing or hereafter arising in the future, of the Borrower.

9. **RELEASE OF COLLATERAL:** Bank warrants, covenants, agrees and understands with Borrower(s), Grantor(s), Mortgagor(s) Assignor(s) and Guarantor(s), each and everyone of them, that Bank will release Bank's security interest in the real property listed in Schedule "A" or in Schedule "B" or personal property of Borrower or Grantor or Mortgagor or Assignor or Guarantor or any one or more of them, upon the following conditions:

- A) A Default (Defaults if more than one) does not exist;
- B) Release is only for that portion of the collateral that has been sold as hereinabove defined in Schedule "A" or Schedule "B" of this Agreement;
- C) All documents required by Bank or Borrower have been delivered to Bank, properly executed and recorded, as may be required, and Borrower has complied with the terms specified in this Agreement and all related documents, any one or more of them.
- D) Bank receives, at minimum, for the property listed in Schedule "A" a principal sum of Five Hundred Forty Thousand Dollars and No Cents (\$540,000.00) plus any accrued interest due and unpaid, plus any other fees Bank reasonably assesses, plus any costs or expenses incurred by Bank for which the Bank is entitled to collect from Borrower by the terms, conditions or covenants of this Agreement or any of the related documents to this Agreement or Note to which this Agreement pertains or by the operation of law.
- E) Bank receives, at minimum, for the property listed in Schedule "B" a principal sum of One Million Fifty Thousand Dollars and No Cents (\$1,050,000.00) plus any accrued interest due and unpaid, plus any other fees Bank reasonably assesses, plus any costs or expenses incurred by Bank for which the Bank is entitled to collect from Borrower by the terms, conditions or covenants of this Agreement or any of the related documents to this Agreement or Note to which this Agreement pertains or by the operation of law.

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F) Bank receives, at minimum, for the property listed in Schedule "C" a principal sum of Nine Hundred Seventy-five Thousand Dollars and No Cents (\$975,000.00) plus any accrued interest due and unpaid, plus any other fees Bank reasonably assesses, plus any costs or expenses incurred by Bank for which the Bank is entitled to collect from Borrower by the terms, conditions or covenants of this Agreement or any of the related documents to this Agreement or Note to which this Agreement pertains or by the operation of law.

10. **Cross-Collateralized Pledge:** The Borrower(s), Grantor(s), Assignor(s) Mortgagor(s) and Guarantor(s) agree(s) that the aforesaid Collateral is granted, conveyed, and assigned, as detailed above, for this loan and for all indebtedness now existing and hereafter arising in the future, whether direct or indirect, whether absolute or contingent, and whether due or to become due (this loan and all other liabilities being herein called indebtedness) to the First National Bank of Cicero and to any and all of its assignees and/or successors, if any; agrees to give Bank a security interest in all the aforesaid property, trust, and/or rents/leases.

11. **Right of Set Off:** The undersigned, and each one of them, hereby authorizes the Bank to charge any account of the undersigned, and each one of them, for the interest due hereunder. Payment submitted in funds not available until collected shall continue to bear interest until collected. If payment hereunder becomes due and payable on a Sunday, legal holiday or closed business day observed by the Bank, the due date shall be extended to the next succeeding business day.

12. **Correction of Errors:** In the event any of the documents evidencing and/or securing the above referenced note or related documents (the "Loan") misstate or inaccurately reflect the true and correct terms and provisions of the Loan and said misstatements or inaccuracy is due to an unilateral mistake on the part of the Bank, Borrower(s) or Guarantor(s) or Grantor(s) or Mortgagor(s) or Assignor(s), any one or more of them, or clerical error, then in such event, Borrower(s) shall, upon request by Bank, in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Bank may deem necessary to remedy said inaccuracy or mistake. If the Borrower(s) fail or refuse to correct any such errors, the Bank shall have the right to accelerate the Loan and demand payment in full.

13. **Borrowers Reliance on Independent Investigation:** No representations have been made to Borrowers by Bank other than as are contained in this Agreement. Borrower(s), Grantor(s), Guarantor(s), Mortgagor(s) and Assignor(s) represent that they each have sufficient knowledge and experience in business and financial matters to evaluate the merits of entering into this Agreement and understand that they bear the full risk of the success or failure of their business operations. In making the decision to enter into this Agreement, they acknowledge that they have had the opportunity to seek the advice of such business advisors, appraisers, attorneys, accountants and other professionals as they desire and have relied upon their own independent investigations and upon consultation with such independent advisors as they have deemed necessary. They have made no reliance whatsoever upon any actions made by Bank.

14. **Absence of Duress:** This Agreement and all of the documents provided by this Agreement have been executed by and between Borrower(s), Grantor(s), Guarantor(s), Mortgagor(s) and Assignor(s) and Bank in good faith, voluntarily and there exists no circumstances whatsoever of fraud, misrepresentation, duress, undue influence or misunderstanding by or between Borrower(s), Grantor(s), Guarantor(s), Mortgagor(s) or Assignor(s) or Bank.

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15. **Substitution of Collateral:** In the case that there arises a need to substitute collateral from time to time for any or all of the heretofore stated collateral, and the Bank, solely at its discretion, agrees to accept the collateral submitted for substitution, the Borrower shall pay the Bank for all out-of-pocket expenses incurred in order to do the following, including without limitation:

- A) Appraisal of collateral, value of collateral being substituted;
- B) Recording of Bank's lien and security interest in collateral;
- C) Searches of Real Estate records of the County Recorder's Office, UCC searches and the like;
- D) Plats and survey;
- E) Hazard and Liability insurance; and/or
- F) Lender's title policy and, if desired by Borrower(s), owners title policy;
- G) Lender's reasonable attorney's fees

16. **Custody of Collateral:** Bank shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for the purpose of as Borrower(s), Grantor(s), Guarantor(s), Mortgagor(s) and Assignor(s) request; further such action shall not in itself be deemed a failure to exercise reasonable care in the custody or preservation of such collateral.

17. **Cumulative Remedies:** No remedy herein conferred is intended to be exclusive of any other remedy, but every such remedy shall be cumulative and shall be in addition to every other remedy herein conferred, or conferred upon Bank by any other agreement or instrument or security, or now hereafter acquired existing at law or in equity or by statute.

18. **Bar of Waiver:** No failure or delay on the part of Bank in the exercise of any right or remedy hereunder or under any other instrument or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

19. **Section Headings:** The headings of sections and paragraphs in the Agreement are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof.

20. **Interchangeable Terms:** As used in this Agreement, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable where the context so requires.

21. **Payments on Indebtedness:** Borrower(s) or Grantor(s) or Guarantor(s) or Mortgagor(s) or Assignor(s) agree to promptly notify Bank if any payments on any loans or contracts to any other persons or business of any kind are not paid when due or if cash rent is not paid as provided within any lease agreement.

22. **Notice of Claim Requirement:** No action shall be commended by the Borrower or Grantor or Guarantor or Mortgagor or Assignor for any claim against the Bank under the terms of this Agreement unless a notice specifically setting forth the claim of the Borrower or Grantor or Guarantor or Mortgagor or Assignor shall have been given to the Bank within fifteen days after the occurrence of the event which the Borrower or Grantor or Guarantor or Mortgagor or Assignor alleges have rise to such claim, and failure to give such notice shall constitute a waiver of any such claim.

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23. **Waiver of Prior Conduct:** Borrower, Grantor, Guarantor, Mortgagor, and Assignor represent to Bank that it has no defenses, set-off, or counterclaim of any kind or nature whatsoever against Bank with respect to the Agreement or obligations thereunder, the Security Documents, or any action previously taken or not taken by Bank with respect thereto or with respect to any security interest, encumbrance, lien or collateral in connection therewith to secure the outstanding indebtedness.

Without limiting the generality of the foregoing, Borrower, Grantor, Guarantor, Mortgagor, and Assignor waives, releases, and forever discharges the Bank from and against any and all rights, claims or causes of action against the Bank arising out of the bank's actions or inactions with respect to the aforesaid Agreement, Note, Documents, the Security Documents or any security interest, lien or collateral in connection therewith as well as any and all right of set-off, defenses, claims causes of action and any other bar to the enforcement of this Agreement or related documents or any Security Documents.

Borrower, Grantor, Guarantor, Mortgagor, and Assignor further acknowledges and agrees that the Bank is specifically relying upon the representations, warranties and agreements contained herein, and that this Agreement is being executed by the aforesaid and delivered by them to the Bank as an inducement to the Bank to forebear from exercising contractual remedies available to the Bank, including foreclosure, attachment, and prosecution and collection of the outstanding indebtedness under the Security Documents, Note or related documents.

24. **Heirs, Successors and Assign:** This Agreement shall be applicable to and binding upon the heirs, successors and assigns of the parties hereto.

25. **Execution of Documents:** Borrower(s) or Grantor(s) or Guarantor(s) or Mortgagor(s) or Assignor(s) and Bank agree to execute any and all other documents as are necessary and required to fulfill the terms and conditions of this Agreement.

26. **Entire Agreement:** This written Agreement and the documents executed pursuant to its provisions, constitute the entire Agreement between the parties and no other representation or statement shall be deemed binding upon the parties, nor shall this Agreement be amended, altered, or modified except by written Agreement signed by the parties hereto.

27. **This Agreement with Respect to Prior Dated Documents:** This agreement is supplementary to said Mortgage or Trust Deed and said Note but replaces and supercedes any and all prior/earlier dated Modification and/or Extension Agreements previously executed, whether recorded or not recorded with the appropriate County Recorder's Office, except as noted hereinbefore for Rider to Note (see #7 above). All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Note, or any other Security Document shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said Mortgage or Trust Deed, or any other Security Document. The provisions of this indenture shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year hereinabove mentioned.

BORROWER (MORTGAGOR):

FIRST NATIONAL BANK OF CICERO, NOT PERSONALLY, BUT AS TRUSTEE OF THAT CERTAIN TRUST NUMBER 6783 UNDER TRUST AGREEMENT DATED JULY 17, 1980.

BY:

Glenn J. Richter
Glenn J. Richter
Vice President

ATTEST:

Nancy C. Fudala
Nancy C. Fudala
Assistant Secretary

Acknowledged and Consented to this First day of January, 1993 by the owners of 100% of the beneficial interest in the aforesaid Trust.

MATTESON WHP PARTNERSHIP

BY: Walter Daniels
Walter Daniels, Partner

BY: James V. Persino
James V. Persino, Partner

Acknowledged and consented to this First day of January, 1993 by the following guarantors:

BY: Walter Daniels
Walter Daniels, individual

BY: James V. Persino
James V. Persino, individual

INSTRUMENT PREPARED BY: RONALD J. FARMER, VICE PRESIDENT, FIRST NATIONAL BANK OF CICERO, 6000 W. CERMAK ROAD, CICERO, IL 60650

RETURN TO: PINNACLE BANK GROUP, ATTENTION: LOAN OPERATIONS DEPARTMENT C/O BANK OF LAGRANGE PARK, 545 SHERWOOD, LAGRANGE PARK, IL 60525 OR BOX 284

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DEPT-01 RECORDINGS \$51.00
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COOK COUNTY RECORDER

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SCHEDULE "A"

LEGAL DESCRIPTION

This schedule is attached to and made an integral part of that certain Modification/Extension Agreement dated January 1, 1993 and one dated July 1, 1992 and one dated October 1, 1991 and one dated July 1, 1991 and one dated April 1, 1991, and that certain Renewal "Demand or Time Note" dated April 1, 1991 of the Note dated June 29, 1990 by and between First National Bank of Cicero, not personally, but as Trustee of Trust Number 6783 U/T/A/D July 17, 1980 ("Debtor") and First National Bank of Cicero, a national banking Association ("Lender").

Lot 1 in Woodgate Commercial Subdivision, being a subdivision of the Northeast Quarter of the Northeast Quarter of Section 17, Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois.

Subject to "Permitted Exceptions" Set forth in Exhibit A hereto attached and hereby made a part hereof.

Commonly known as: Property located on the southwest corner of the intersection of Central Avenue and Vollmer Road - 5601-17 Vollmer Road, Matteson, IL.

Permanent Index Number: 31-17-201-005-000

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- This Schedule "B" is attached to and made an integral part of that certain Modification and/or Extension Agreement dated January 1, 1993 and one dated July 1, 1992 and one dated October 1, 1991 and one dated July 1, 1991 and one dated April 1, 1991 and that certain Renewal "Demand or Time Note" dated April 1, 1991 of the Note dated June 29, 1990 with respect to FIRST NATIONAL BANK OF CICERO Trust Number 6783 dated July 17, 1980.
- Parcel 1: Those parts of Lots 23 and 24 in Block 2 in Alsip Manor Subdivision in the Village of Alsip, Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, Lying North easterly of a line intersecting the Northerly Boundary of said Lot 24 at a distance of 33.57 feet from its North West corner and the easterly boundary of said Lot 23 at a Distance of 57.08 feet from its South East corner, in Cook County. (P.I.N.: 24-34-103-033)
- Parcel 2: That part of Lot 7 in Block 2 in Alsip Manor Subdivision in the Village of Alsip in Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying Northeastly of a line intersecting the Westerly Boundary of said Lot 7 at a distance of 67.20 feet from its South West Corner and the Southerly boundary of said Lot 7, at a distance of 91.52 feet from its South West corner. (P.I.N.: 24-34-103-007)
- Parcel 3: That Part of Lot 8 in Block 2 in Alsip Manor subdivision in the Village of Alsip in Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying North easterly of a line intersecting the Northerly boundary of said Lot 8 at a distance of 91.52 feet from its North West corner and the easterly boundary of said Lot 8 at a distance of 24.67 feet form its South East corner. (P.I.N.: 24-34-103-008)
- Parcel 4: Lots 5 to 8, both inclusive, in Block 1 in Alsip Manor, being a subdivision in the North West 1/4 of section 34, Township 37 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded July 3, 1946 as document #13536063 in Cook County, Illinois (except that part of Lot 8 conveyed to Illinois Toll Highway Commission) (P.I.N.: 24-34-104-005; 24-34-104-006; 24-34-104-007; 24-34-104-008)
- Parcel 5: Lot 6 in Block 2 in Alsip Manor a subdivision in the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (P.I.N.: 24-34-103-006)
- Parcel 6: That part of Lot 9 in Block 1 in Alsip Manor subdivision in the Village of Alsip in Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying easterly of a line intersecting the Northerly boundary of said Lot 9 at a distance of 11.48 feet from its North West corner and the Southerly boundary of said Lot 9 at a distance of 113.23 feet from its South West corner. (P.I.N.: 24-34-104-016)
- Parcel 7: Lot 25 (except that part thereof lying South of a line intersecting the Westerly boundary of said Lot 25 at a distance of 24.67 feet from the South West Corner and the Southerly boundary of said Lot 25 at a distance of 33.57 feet from its South West corner) and all of Lot 26 in Block 2 in Alsip Manor in the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (P.I.N.: 24-34-103-020)
- Parcel 8: Lots 27 and 28 in Block 2 in Alsip Manor of the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (P.I.N.: 24-34-103-018; 24-34-103-019)
- Parcel 9: Lots 1, 2, 3, and 4 in Block 1 in Alsip Manor, being a subdivision in the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded July 3, 1946, as Document #13836063 in Cook County, Illinois (P.I.N.: 24-34-104-001; 24-34-104-002; 24-34-104-003; 24-34-104-004)

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This Schedule "C" is attached to and made an integral part of that certain Modification and/or Extension Agreement dated January 1, 1993 and one dated July 1, 1992, and one dated October 1, 1991 and one dated July 1, 1991 and one dated April 1, 1991 and that certain Renewal "Demand or Time Note" dated April 1, 1991 of the Note dated June 29, 1990 by and between First National Bank of Cicero, not personally, but as Trustee of Trust Number 6783 U/T/A/D July 17, 1980 ("Mortgagor") and First National Bank of Cicero, a National Banking Association ("Mortgagee").

Vacant Property approximately located on the Northeast corner of North Avenue and Ardmore Avenue in Villa Park, Illinois

PARCEL 1: Lot 28 in Addison Township Supervisor's Assessment Plat No 4, being the West 1/2 of the Southwest 1/4 of Section 34, Township 40 North, Range 11, East of the Third Principal Meridian, reference being had to the record thereof, on June 8, 1944, as document 463411, in DuPage County, Illinois.

PIN: 03-34-301-033

PARCEL 2: The South 110 feet of Lot 31 in Addison Township Supervisor's Assessment Plat No. 4, being the West 1/2 of the Southwest 1/4 of Section 34, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 8, 1944 as document 463411, in DuPage County, Illinois.

PIN: 03-34-301-019

PARCEL 3: Lot 31 (Except the North 100 feet thereof) in Addison Township Supervisor's Assessment Plat No. 4, being the West 1/2 of the Southwest 1/4 of Section 34, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 8, 1944 as document 463411, in DuPage County, Illinois.

PIN: 03-34-301-018

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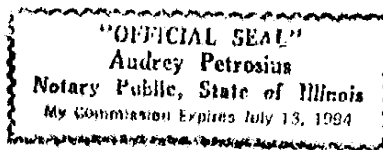
STATE OF ILLINOIS)
COUNTY OF COOK)

SS:

I, Audrey Petrosius, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Glenn Richter and Nancy Fudala of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that (s)he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his) (her) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1ST day of JANUARY, 1993.

Audrey Petrosius
Notary Public



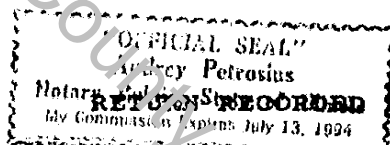
STATE OF ILLINOIS)
COUNTY OF COOK)

SS:

I, Audrey Petrosius, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Walter Daniels and James Persino, who are personally known to me to be the same persons and partners of the partnership whose names are subscribed to the foregoing instrument 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 1ST day of JANUARY, 1993.

Audrey Petrosius
Notary Public



THIS INSTRUMENT WAS PREPARED BY:

RONALD J. FARMER
VICE PRESIDENT
FIRST NATIONAL BANK OF CICERO
6000 WEST CERMAK ROAD
CICERO, ILLINOIS 60650

RECORDED DOCUMENT TO:

PINNACLE BANK GROUP
ATTN: LOAN OPERATIONS DEPT.
C/O BANK OF LAGRANGE PARK
545 SHERWOOD
LAGRANGE PARK, IL 60525

OR

RECORDER'S BOX #284

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