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NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is entered into as of the 10th day of June, 1994 by and between Heritage Pullman Bank and Trust Company, A/T/U/T No. 71-82280 dated May 26, 1992, and Vincent C. Jarrell (collectively the "Borrower") to and for the benefit of SECURITY PACIFIC NATIONAL BANK, assignee of CHRYSLER FIRST BUSINESS CREDIT CORPORATION, a corporation organized under the laws of the State of Delaware ("Mortgagee").

RECITALS:

A. The Borrower is justly indebted to Mortgagee in the principal sum of TWO HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$247,500.00) as evidenced by a certain Promissory Note dated June 12, 1987, made by the Borrower and payable to the order of and delivered to Mortgagee ("Note").

B. The Note is secured, inter alia, by two Mortgages (collectively the "Mortgage") dated June 12, 1987 made by the Borrower in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 15, 1987 as Document Nos. 87325449 and 87325450, encumbering certain property (the "Property") located in Cook County, Illinois and legally described in Exhibit "A" attached hereto and an Agreement For Extension of Mortgage dated July 19, 1993. Said Mortgages have been assigned to Security Pacific National Bank as Trustee by instrument recorded as Document Nos. 92472120 and 92472127; Lender retaining the right to extend the Loan as provided in the assignment agreement.

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COOK COUNTY, ILLINOIS
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C. The aforesaid modifications of the Note and Mortgage are being made pursuant to a certain Loan Modification Agreement being executed and delivered by the Borrower to Mortgagee concurrently herewith, pursuant to which the Note is additionally secured by other loan documents (the "Loan Documents") as more particularly provided in said Loan Modification Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

1. The Note and Mortgage are hereby amended to extend the final maturity date to July 12, 1994.

2. Provided Borrower has fulfilled all of its obligations under the Loan Documents, Lender, at its option, may extend the maturity date under the Note to January 12, 1995.

3. Mortgagor covenants and agrees to perform all of its obligations under the Mortgage as hereby amended, Note as hereby amended and other Loan Documents, and agrees that any default thereunder shall be a default under the Mortgage.

4. Borrower hereby ratifies and confirms the Note and Mortgage as hereby amended and the lien and security interest created thereby, and acknowledges that this modification of the Note and Mortgage does not extinguish the debt of the Borrower, and further Borrower has no defenses or claims for set-off against the enforcement thereof by Mortgagee.

5. This Agreement shall be binding on the Borrower and their respective heirs, legatees, successors and assigns.

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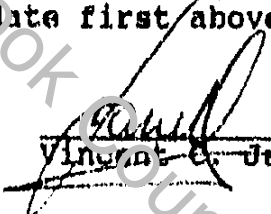
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6. Except as expressly provided herein, the Note and Mortgage as hereby amended, shall remain in full force and effect in accordance with its terms.

7. This instrument is executed by the Trustee, not personally, but solely as Trustee of the Trust 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 shall be construed as creating any liability on said Trustee personally to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by Mortgagee.

IN WITNESS WHEREOF, this Note and Mortgage Modification Agreement has been entered into as of the date first above written.

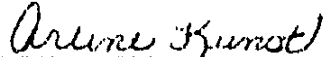


Vincent E. Jarrell

HERITAGE PULLMAN BANK AND TRUST
COMPANY, A/T/O/T NO. 71-82280,
dated May 26, 1962

BY: 

Helen Archacki, Asst. Vice President/Trust Officer

ATTEST: 

Arlene Kunst, Assistant Secretary

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Exoneration provision restricting
any liability of the Trustee is
attached by rider.

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STATE OF ILLINOIS)
COUNTY OF Cook)

I, the undersigned a Notary Public in and for said County in the State aforesaid, do hereby certify that Vincent C. Jarrell is 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, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 10th day of June, 1994.

Edwin H. Shapiro
Notary Public

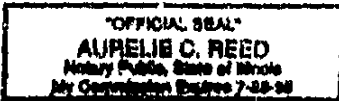
Commission Expires: 6-29-95

STATE OF ILLINOIS)
COUNTY OF Cook)

I, the undersigned, a Notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Helen Archacki, Asst. Vice President and Trust Officer, and Arlene Kunst, Asst. Secretary, respectively Heritage Pullman Bank and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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Given under my hand and official seal, this 10th day of June, 1994.



Aurelie C. Reed
Notary Public

Commission expires:

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Edwin H. Shapiro
ROSENFELD, ROTENBERG, HAFRON & SHAPIRO
7 W. Schaumburg Road
Schaumburg, Illinois 60194
312/351-8300

PERMANENT INDEX NUMBER: Parcel 1: 20-31-204-019
Parcel 2: 20-31-205-030
PROPERTY ADDRESS: Parcel 1: 7914-18 S. Hermitage, Chicago, IL
Parcel 2: 7944-50 S. Paulina, Chicago, IL

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EXHIBIT "A"

PARCEL 1:

Lots 1 and 2 in the Resubdivision of Lots 12 to 46 inclusive in Block 4 in Auburn Heights, a Subdivision of the East 1/2 of the Northeast 1/4 of Section 31, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7914-S. Hermitage, Chicago, Illinois

PARCEL 2:

Lots 278, 279 and 280 in Britgans Westfield Subdivision in the Northeast 1/4 of Section 31, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7944-50 S. Paulina, Chicago, Illinois

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11/11/2014

MORTGAGE EXONERATION RIDER

This **MORTGAGE** with its companion Note, is executed by **HERITAGE PULLMAN BANK AND TRUST COMPANY**, not personally but as Trustee under its Trust No. 71-82938 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **HERITAGE PULLMAN BANK AND TRUST COMPANY** 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 contained shall be construed as creating any liability on the said Trustee or on said **HERITAGE PULLMAN BANK AND TRUST COMPANY** 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, herein contained, or on account of any ~~WARRANTY~~ **indemnification** made hereunder, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said **HERITAGE PULLMAN BANK AND TRUST COMPANY** 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 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.

All the terms, provisions, stipulations, covenants and conditions to be performed by the undersigned, as to **HAZARDOUS SUBSTANCES**, are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against the undersigned by reason of anything contained in said instrument.

ALL REPRESENTATIONS AND WARRANTIES ARE THOSE OF THE TRUST BENEFICIARIES ONLY AND THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THE TRUTH OR ACCURACY THEREOF

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