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PREPARED BY AND RETURN TO
DANIEL MOTYKA
COMERICA BANK-ILLINOIS
8700 NORTH WAUKEGAN ROAD
MORTON GROVE, IL 60053



95756406

DEPT-01 RECORDING 145.50
100004 TRAM 6357 11/06/95 09:28:00
67756 * L.F. #--95--756406
COOK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT

This instrument is an Agreement among Irpinia, Inc., Giovanni G. Sullo, President ("Borrower"); American National Bank and Trust Company of Chicago, Successor Trustee to Comerica Bank-Illinois, Successor to Manufacturers Affiliated Trust Company as Trustee under Trust Agreement dated November 25, 1986 and known as Trust Number 10042 ("Mortgagor"); Giovanni G. Sullo and Dora M. Sullo ("Beneficiary") Giovanni G. Sullo and Dora M. Sullo ("Guarantor"); and COMERICA BANK-ILLINOIS as successor in interest by merger to Affiliated Bank, formerly known as Affiliated Bank/Morton Grove ("Lender").

RECITALS

A. Mortgagor is the owner of the real estate described in Exhibit A hereto ("Real Estate").

B. On July 13, 1990, Borrower executed and delivered to Lender its Promissory Note ("Note") in the principal amount of \$75,000.00 to evidence a loan in that amount.

C. To secure payment of the Note, the following documents were executed and delivered:

1. A Mortgage, Assignment of Leases & Security Agreement, dated July 13, 1990 and recorded August 8, 1990 with the Recorder of Deeds of Cook County, Illinois, as document Number 00284180 wherein Mortgagor mortgaged the Real Estate to Lender.

2. A Secured Guaranty dated July 13, 1990 wherein Guarantor guaranteed the payment of the Note.

3. A Security Agreement and Assignment Interest in Land Trust wherein the Beneficiaries collaterally assigned to Lender their beneficial interest to Mortgagor.

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D. The Note is a Promissory Note and principal and interest is due and payable. Mortgagor has requested that Lender (a) Change the Note Term from Demand to a maturity date of September 15, 1998; (b) Change the interest rate to 10.10%, fixed and (c) Amortize the loan over three years.

WHEREFORE, Mortgagor and Lender hereby agree to the following:

1. To evidence the new maturity, rate change, monthly amortized payments, and Prepayment Penalty, Mortgagor shall deliver to Lender at the execution and delivery of this Agreement a Amended and Restated Fixed Rate Installment Note (which is hereby incorporated by reference and attached hereto as Exhibit "B") dated as of the date hereof (the "Restated Note"), payable to the order of Lender in the principal amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) at the interest rate of 10.10%, requiring monthly principal and interest payments of Six Hundred Forty Six and 28 /100 (\$646.28) commencing October 15, 1995 and the Prepayment Penalty reads as follows:

On any interest payment date under this Note, and upon five (5) days written notice to Lender, or at any time upon any involuntary prepayment, Mortgagor may prepay this Note in whole or in part upon payment of a premium equal to the sum of the discounted net present values of the interest payments that would otherwise be payable on the principal amount being prepaid, after reducing each such interest payment by the amount of interest that would be payable on its respective due date if the principal amount being prepaid were re-invested at the Current Market Rate. For these purpose, "Current Market Rate" shall mean a per annum interest rate equal to one-half percent (1/2%) above the rate reasonably determined by the Lender (based on quotations from established dealers) to be in effect at the prepayment date the secondary market for the United States Treasury securities of a comparable amount and with a comparable term to maturity as the principal amount to be prepaid. The discount rate for the above computation shall be the Current Market Rate. A certificate shall be submitted by Lender to Mortgagor computing the prepayment premium and shall be presumed correct absent manifest error.

2. Except as modified in paragraph 1, and the Restated Note, all other Loan Documents remain in full force and effect.

3. Guarantors, jointly and severally, and unconditionally, reaffirm their Guaranties of the obligation of Mortgagor to Lender under the provisions of the Note and Loan Documents.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on September 15, 1995.

COMERICA BANK-ILLINOIS as successor in interest by merger to Affiliated Bank formerly known as Affiliated Bank/Morton Grove

By: Dorothy Alba Vice President

Attest: [Signature]

Irpinia, Inc.

By: [Signature]
Giovanni G. Sullo, President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

American National Bank and Trust Company of Chicago, Successor Trustee to Comerica Bank-Illinois, Successor to Manufacturers Affiliated Trust Company as Trustee under Trust Agreement dated November 25, 1986 and known as Trust Number 10042

By: [Signature]
Vice President

Attest: [Signature]
SECOND VICE PRESIDENT

Acknowledgement by Beneficiary

The undersigned hereby acknowledges and consents to the within Modification Agreement.

[Signature]
Giovanni G. Sullo

[Signature]
Dora M. Sullo

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Acknowledgement by Guarantor

The undersigned hereby acknowledges and consents to the within Modification Agreement and reaffirms their Guaranty dated July 13, 1990.



Giovanni G. Sullo



Dora M. Sullo

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: LOT 21, 22 AND LOTS 23, 24, 25 AND 26 IN HOME AVENUE 2ND ADDITION TO BERWYN, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 16-31-309-031, 16-31-309-032,
16-31-309-033, 16-31-309-034, 16-31-309-035,
16-31-309-036

COMMONLY KNOWN AS: 7117 Odgen Avenue, Berwyn, IL 60402

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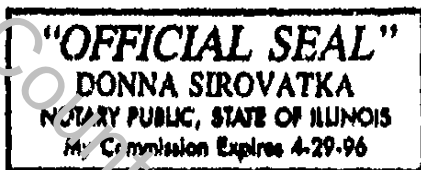
STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Dorothy Allen and _____, Vice President and _____ Secretary, respectively, of Comerica Bank-Illinois as successor in interest by merger to Affiliated Bank formerly known as Affiliated Bank/Morton Grove, 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 delivered the said instrument as their own free and voluntary act as the free and voluntary act of said institution, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of SEPTEMBER, 1995.

Donna Sirovatka
Notary Public

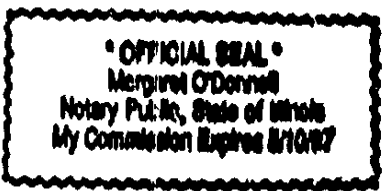
STATE OF ILLINOIS }
COUNTY OF COOK } SS



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that SUZANNE GOLDSTEIN BAKER and Dennis John Carrara, Vice President and SECOND VICE PRESIDENT, respectively, of American National Bank and Trust Company of Chicago, Successor Trustee to Comerica Bank-Illinois, Successor to Manufacturers Affiliated Trust Company as Trustee under Trust Agreement dated November 25, 1986 and known as Trust Number 10042 as Trustee as aforesaid, 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 delivered the said instrument as their own free and voluntary act and as the free act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of October, 1995.

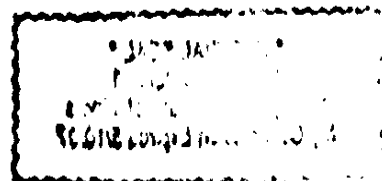
Margaret O'Donnell
Notary Public



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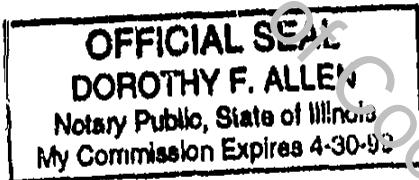


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STATE OF ILLINOIS }
COUNTY OF COOK } SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Giovanni G. Sullo, President of Irpinia, Inc. 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 own free and voluntary act of the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of Sept, 1995.

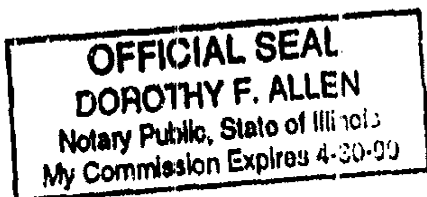


Dorothy F. Allen
Notary Public

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify, that Giovanna G. Sullo and Dora M. Sullo 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 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 18th day of Sept, 1995.



Dorothy F. Allen
Notary Public

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STATE OF ILLINOIS

COUNTY OF COOK

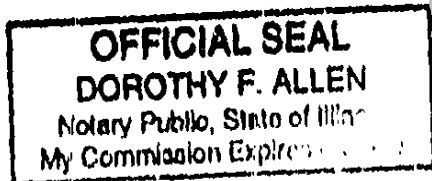
SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Giovanni G. Sullo and Dora M. Sullo personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 18th day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of Sept, 1995.

Dorothy F. Allen

Notary Public

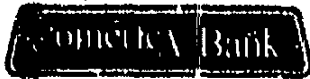


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"EXHIBIT B" AMENDED AND RESTATE
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FIXED RATE-INSTALLMENT NOTE

Comerica Bank-Illinois

Obligor 4275045766	Note # Renewal #26	Note Date September 15, 1995	Note Identification # 36-3484984
Amount \$20,000.00	Location Franklin Park, Illinois		Maturity Date September 15, 1998

For Value Received, the undersigned promise(s) to pay to the order of Comerica Bank-Illinois ("Bank"), at any office of the Bank in the State of Illinois, Twenty Thousand and 00/100

Dollars (U.S.) in installments of \$ 646.28 each **INCLUSIVE OF/FROM [STRIKE ONE] interest** on the unpaid principal balance from the date of this Note at the rate of 10.10% per annum until maturity, whether by acceleration or otherwise, or until Default, as later defined, and after that at a default rate equal to the rate of interest otherwise prevailing under this Note plus 3% per annum. Interest shall be calculated for the actual number of days the principal is outstanding on the basis of a 360-day year if this Note evidences a business or commercial loan or a 365/366-day year if a consumer loan. Installments of principal and accrued interest due under this Note shall be payable on the 15th day of each month, commencing October 15, 1995, and the entire remaining unpaid balance of principal and accrued interest shall be payable on September 15, 1998. If the frequency of principal and interest installments is not otherwise specified, installments of principal and interest due under this Note shall be payable monthly on the first day of each month. If this Note or any installment of principal or interest under this Note shall become payable on a day other than a day on which the Bank is open for business, this payment shall be extended to the next succeeding business day and interest shall be payable at the rate specified in this Note during this extension. A late installment charge equal to 5% of each late installment may be charged on any installment payment not received by the Bank within 10 calendar days after the installment due date, but acceptance of payment of this charge shall not waive any Default under this Note.

The Bank does not have to accept any prepayment of principal under this Note except as described below or as required under applicable law. The undersigned may prepay principal of the Note in increments of (100.00) at any time as long as the Bank is provided written notice of the prepayment at least five business days prior to the date of prepayment. The notice of prepayment shall contain the following information: (a) the date of prepayment (the "Prepayment Date") and (b) the amount of principal to be prepaid. On the Prepayment Date, the undersigned will pay to the Bank, in addition to the other amounts then due on this Note, the Prepayment Amount described below. The Bank, in its sole discretion, may accept any prepayment of principal even if not required to do so under this Note and may deduct from the amount to be applied against principal the other amounts required as part of the Prepayment Amount. Nothing in this Note shall impose or be deemed to impose a prepayment restriction, premium or prohibition, to the extent this would be contrary to applicable law.

The Prepaid Principal Amount (as defined below) will be applied to this Note

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in the reverse order of which the principal payments would have been due under this Note's principal amortization schedule. In other words, if this Note requires multiple principal payments, then as opposed to prepaying the next principal payment due, the Prepaid Principal Amount will be applied beginning with the final principal payment due on this Note.

If the Bank exercises its right to accelerate the payment of the Note prior to maturity, the undersigned will pay to the Bank, in addition to the other amounts then due on this Note, on the date specified by the Bank as the Prepayment Date, the Prepayment Amount.

The Bank's determination of the Prepayment Amount will be conclusive in the absence of obvious error or fraud. If requested in writing by the undersigned, the Bank will provide the undersigned a written statement specifying the Prepayment Amount.

The following (the "Prepayment Amount") shall be due and payable in full on the Prepayment Date:

- (a) If the face amount of this Note exceeds Seven Hundred Fifty Thousand Dollars (\$750,000) (regardless of what the outstanding principal balance may be on the Prepayment Date) then the Prepayment Amount is the sum of: (i) the amount of principal which the undersigned has elected to prepay or the amount of principal which the Bank has required the undersigned to prepay because of acceleration, as the case may be (the "Prepaid Principal Amount"), (ii) interest accruing on the Prepaid Principal Amount up to, but not including, the Prepayment Date, (iii) Five Hundred Dollars (\$500) plus (iv) the present value, discounted as the Reinvestment Rates (as defined below), of the positive amount by which (A) the interest the Bank would have earned had the Prepaid Principal Amount been paid according to the Note's amortization schedule at the Note's interest rate exceeds (B) the interest the Bank would earn by reinvesting the Prepaid Principal Amount at the Reinvestment Rates.
- (b) If the face amount of this Note is Seven Hundred Fifty Thousand Dollars (\$750,000) or less (regardless of what the outstanding principal balance may be on the Prepayment Date), then the Prepayment Amount is the sum of: (i) the amount of principal which the undersigned has elected to prepay or the amount of principal which the Bank has required the undersigned to prepay because of acceleration, as the case may be (the "Prepaid Principal Amount"), (ii) interest accruing on the Prepaid Principal Amount to, but not including, the Prepayment Date, plus (iii) an amount equal to one percent (1%) of the Prepaid Principal Amount, multiplied by the number of calendar years remaining until the maturity date of this Note, but in no event less than two percent (2%) of the Prepaid Principal Amount. For purposes of this computation, any portion of a calendar year remaining until the maturity date of this Note shall be deemed to be a full calendar year.

"Reinvestment Rates" mean the per annum rates of interest equal to one half percent (1/2%) above the rates of interest determined by the Bank to be in effect not more than seven days prior to the Prepayment Date in the secondary market for United States Treasury obligations in amount(s) and with maturity(ies) which correspond (as closely as possible) to the principal installment amount(s) and the payment date(s) against which the Prepaid Principal Amount will be applied.

This Note and any other indebtedness and liabilities of any kind of the

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undersigned (or any of them) to the Bank, and any and all modifications, renewals or extensions of it, whether joint or several, contingent or absolute, now existing or later arising, and however evidenced (collectively "Indebtedness") are secured by and the Bank is granted a security interest in all items deposited from time to time in any account of any of the undersigned with the Bank and all proceeds of these items (cash or otherwise), all account balances of any of the undersigned from time to time with the Bank, all property of any of the undersigned from time to time in the possession of the Bank and any other collateral, rights and properties described in each and every mortgage, security agreement, pledge, assignment and other security or collateral agreement which has been, or will at any time(s) later be, executed by any (or all) of the undersigned to or for the benefit of the Bank (collectively "Collateral"). Notwithstanding the above, to the extent that any portion of the Indebtedness is a consumer loan, that portion shall not be secured by any mortgage or other security interest in real property or in the undersigned's principal dwelling or consumer goods which is not a purchase money security interest as to that portion, unless expressly provided to the contrary in another place.

If the undersigned (or any of them) or any guarantor under a guaranty of all or part of the Indebtedness ("guarantor") (a) fail(s) to pay any of the Indebtedness when due, by maturity, acceleration or otherwise, or fail(s) to pay any Indebtedness owing on a demand basis upon demand; or (b) fail(s) to comply with any of the terms or provisions of any agreement between the undersigned (or any of them) or any such guarantor and the Bank; or (c) become(s) insolvent or the subject of a voluntary or involuntary proceeding in bankruptcy, or a reorganization, arrangement or creditor composition proceeding (if a business entity, cease(s) doing business as a going concern, (if a natural person) die(s) or become(s) incompetent, (if a partnership) dissolve(s) or any general partner of it dies, becomes incompetent or becomes the subject of a bankruptcy proceeding or (if a corporation) is the subject of a dissolution, merger or consolidation; or (d) if any warranty or representation made by any of the undersigned or any guarantor in connection with this Note or any of the Indebtedness shall be discovered to be untrue or incomplete; or (e) if there is any termination, notice of termination or breach of any guaranty, pledge, collateral assignment or subordination agreement relating to all or any part of the Indebtedness; or (f) if there is any failure by any of the undersigned or any guarantor to pay when due any of its Indebtedness (other than to the Bank) or in the observance or performance of any term, covenant or condition in any document evidencing, securing or relating to such Indebtedness; or (g) if there is filed or issued a levy or writ of attachment or garnishment or other like judicial process upon the undersigned (or any of them) or any guarantor or any of the Collateral, including without limit, any accounts of the undersigned (or any of them) or any guarantor with the Bank; or any action, suit or proceeding is initiated against any of the undersigned or any guarantor (or any subsidiary if any is a corporation or any general partner if any is a partnership) under any federal or state controlled substance, gambling, or racketeering statute (including without limit, the Racketeer Influenced and Corrupt Organization Act of 1970), which action, suit or proceeding could result in the confiscation or forfeiture of any portion of the assets of any of the undersigned or any guarantor (on any subsidiary or general partner); or (h) if the Bank deems itself reasonably insecure believing that the prospect of payment of this Note or any of the Indebtedness is impaired or shall fear deterioration, removal or waste of any of the Collateral, then the Bank, upon the occurrence of any of these events (each a "Default"), may at its option and without prior notice to the undersigned (or any of them), declare any or all of the Indebtedness to be immediately due and payable (notwithstanding

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any provisions contained in the evidence of it (to the contrary), sell or liquidate all or any portion of the Collateral, set off against the indebtedness any amounts owing by the Bank to the undersigned (or any of them), charge interest at the default rate provided in the document evidencing the relevant indebtedness and exercise any one or more of the rights and remedies granted to the Bank by any agreement with the undersigned (or any of them) or given to it under applicable law. All payments under this Note shall be in immediately available United States funds, without setoff or counterclaim.

If this note is signed by two or more parties (whether by all as makers or by one or more as an accommodation party or otherwise), the obligations and undertakings under this Note shall be that of all and any two or more jointly and also of each severally. This Note shall bind the undersigned, and the undersigned's respective heirs, personal representatives, successors and assigns.

The undersigned waive(s) presentment, demand, protest, notice of dishonor, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices and agree(s) that no extension or indulgence to the undersigned (or any of them) or release, substitution or nonenforcement of any security, or release or substitution of any of the undersigned, any guarantor or any other party, whether with or without notice, shall affect the obligations of any of the undersigned. The undersigned waive(s) all defenses or right to discharge available under Section 3-606 of the Uniform Commercial Code and waive(s) all other suretyship defenses or right to discharge. The undersigned agree(s) that the Bank has the right to sell, assign, or grant participations, or any interest, in any or all of the indebtedness, and that, in connection with this right, but without limiting its ability to make other disclosures to the full extent allowable, the Bank may disclose all documents and information which the Bank now or later has relating to the undersigned or the indebtedness.

The undersigned agree(s) to reimburse the holder or owner of this Note upon demand for any and all costs and expenses (including without limit, court costs, legal expenses and reasonable attorney fees and paralegal fees, whether inside or outside counsel is used, whether or not suit is instituted, and, if suit is instituted, whether at the trial court level, appellate level, in a bankruptcy, probate or administrative proceeding or otherwise), incurred in collecting or attempting to collect this Note or incurred in any other matter or proceeding relating to this Note.

The undersigned acknowledge(s) and agree(s) that this is the entire agreement with respect to the subject matter of this Note and there are no contrary agreements, oral or written, establishing a term of this Note. The terms and conditions of this Note may not be amended, waived or modified except in a writing signed by the undersigned and an officer of the Bank expressly stating that the writing constitutes an amendment, waiver or modification of the terms of this Note. An amendment, waiver or modification shall be effective only in the specific instance and for the specific purpose given. As used in this Note, the word "undersigned" means, individually and collectively, each maker, accommodation party, indorser and other party signing this Note in a similar capacity. If any provision of this Note is unenforceable in whole or part for any reason, the remaining provisions shall continue to be effective. **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.**

The undersigned irrevocably appoint(s) (which appointment is coupled with an

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interest) the Process Agent (as defined below) as the undersigned's true and lawful attorney (with full power of substitution) in the name and on behalf of the undersigned to accept service of process, summonses and writs, and agrees that the failure of Process Agent to give the undersigned any notice of such service shall not impair or affect the validity of such service or any related judgment. The undersigned further irrevocably consent(s) to the service of process, summonses and writs by the mailing of such service to the undersigned's address set forth below by registered or certified mail, postage prepaid. The Process Agent is (name and address):

THE UNDERSIGNED AND THE BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE OR THE INDEBTEDNESS.

FOR CORPORATIONS OR PARTNERSHIPS

Irishia, Inc. By: _____ Its: President
 Obligor Name Typed/Printed Signature Of Giovanni G. Sullo Title

1413 N. 13th Street By: _____ Its: _____
 Street Address Signature Of Title

Melrose Park, Illinois 60160 By: _____ Its: _____
 City State Zip Code Signature Of Title

FOR INDIVIDUALS, SOLE PROPRIETORSHIPS, TRUSTS, OR ESTATES

Name(s) of Obligor(s) Signature(s) of Obligor(s)
 (Typed/Printed)

Street Address _____

City State Zip Code _____

FOR BANK USE ONLY	
Loan Officer Initials DA	Loan Group Name 76200
Loan Office I.D. No. 74069	Loan Group No. 80836

EL00160.FIN (3/95)

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