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NOTE AND MORTGAGE MODIFICATION AGREEMENT

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THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made as of this 15th day of November, 1994, ("Effective Date") by and between

COLONIAL BANK

an Illinois banking corporation and the owner of the mortgage or trust deed hereinafter described ("Colonial Bank"), and Marjo Jurcik, a married man, married to Lucj Jurcik, American National Bank and Trust Company of Chicago as Trustee u/v/a dated 10/5/87, n/k/a Trust No. 103687-02 and Suburban National Bank of Palatine as Trustee u/v/a dated 4/20/82, n/k/a Trust No. 3884 representing him/her/itself or selves to be the owner or owners of the real estate hereinafter described ("Owner").

WHEREAS, on August 13, 1990, for full value received, Owner executed and delivered to Colonial Bank, a certain Promissory Note in the principal amount of Six Hundred Sixty Eight Thousand and 00/100 Dollars (\$ 668,000.00) (the "Note"), made payable to Colonial Bank. Owner secured the payment of said Note by granting to Colonial Bank a certain Mortgage or Trust Deed in nature of a Mortgage ("Mortgage"), which was recorded in the office of the Recorder of Deeds or Registrar of Titles of Cook County, Illinois, as Document No. 90-442624 and including certain real estate described as follows:

11/13/94 11AM 06/5 02/09/95 09:13:04 \$55.5
COOK COUNTY RECORDER

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, Owner also executed the following documents in conjunction with the Mortgage referenced above, and recorded as indicated below (if none, so state): Assignment of Rents dated 8/13/90 and recorded as Document No. 90-442624 and Trust Deed dated 8/13/90 and recorded as Document No. 90-433608 and Assignment of Rents dated 8/13/90 and recorded as Document No. 90-433608 and Note and Mortgage Modification Agreement dated 9/1/93 and recorded as Document No. 94-032574 and Note and Mortgage Modification Agreement dated 4-1-94 and recorded as Document No. 94677441

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WHEREAS, Colonial Bank and Owner wish to modify the Note and Mortgage based on the terms and conditions which follow:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Colonial Bank and Owner hereby agree that the Note and Mortgage are hereby modified as follows (strike out all paragraphs which are inapplicable):

1. Outstanding Indebtedness. As of the Effective Date, the outstanding indebtedness on the Note is \$ 571,257.58, (the "Indebtedness").

2. Extension of Time for Payment. The parties hereby agree to extend the time for payment of the Indebtedness to and including September 1, 1996, with payments as follows in paragraph 5 below.

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3. Interest Rate. The parties hereby agree change the rate of annual percentage interest on the Note to Eight Percent (8.00%), per annum, and interest after maturity to Eleven Percent (11.00%), per annum, with payments as follows in paragraph 5 below.

4. Additional Funds. Colonial Bank agrees to disburse to Owner the additional principal sum of \$ NONE ("Additional Funds") under the Note and Mortgage. Colonial Bank and Owner agree that such Additional Funds shall be added to and become part of the principal balance of the Note and Mortgage and that such sums shall be repaid as herein provided. Colonial Bank and Owner further acknowledge that Colonial Bank shall advance said Additional Funds subject to certain restrictions set forth herein. Payment of the Indebtedness and such Additional Funds shall be as follows in paragraph 5 below.

5. Payments by Owner. Owner shall make monthly payments of \$8,903.74 (principal and interest) commencing on the 1st day of January, 1995, and on the 1st day of each and every month thereafter until maturity. Owner further agrees to pay the principal sum secured by the Mortgage as therein provided, as hereby modified, in the currency provided for in the Mortgage, but if that cannot be done legally then in the most valuable legal tender of the United State of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Colonial Bank.

6. Priority of Additional Funds. Colonial Bank and Owner agree that if Additional Funds are to be disbursed pursuant to this Agreement, such Additional Funds shall have priority over any and all sums due under the Note and Mortgage, as modified herein.

7. Default. If any part of said indebtedness or interest thereon is not paid at maturity, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, shall immediately be due and payable, in the same manner as if said modification had not been granted.

8. Ratification. This agreement is supplementary to the mortgage or trust deed described above. Except as modified herein, all of the terms, provisions and covenants of the Note and Mortgage not expressly modified by this Note and Mortgage Modification Agreement, but not including any prepayments privileges unless expressly provided for herein, are hereby confirmed and ratified and shall remain in full force and effect. Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this indenture shall insure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

COOK COUNTY RECORDS
DEPT - RECORDING 155 50
140045 TRAM 6675 02/09/95 09:14 AM
#0114 # DC * -95-097606
COOK COUNTY RECORDER

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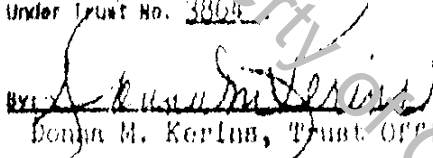
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TRUSTEE'S EXPLANATORY STATEMENT

Note & Mortgage Modification
THIS AGREEMENT is executed by the undersigned, HARRIS BANK PALATINE, N.A., formerly known as SUBURBAN NATIONAL BANK OF PALATINE, as Trustee, as aforesaid, formerly known as Palatine National Bank, as Trustee, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property or for any agreement with respect thereto. All representations of Titleholder including those as to title, are those of Titleholder's beneficiary only. Any and all personal liability of HARRIS BANK PALATINE, N.A. hereby expressly waived by the parties hereto and their respective successors and assigns.

HARRIS BANK PALATINE, N.A.
Solely As Trustee and not personally,
Under Trust No. 3869

By: 
Donna M. Kerlin, Trust Officer

Attest: 
Donna McDowell, Trust Officer

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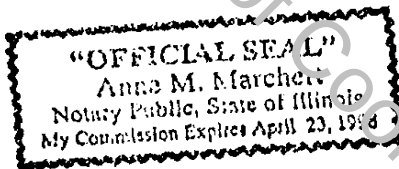
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STATE OF ILLINOIS)
)SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that J. Michael Whelan, Trust Officer and Gregory S. Kasprzyk
of AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, personally known to me to be the same persons whose
name are subscribed to the foregoing instrument as such Trust Officer 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 Banking Corporation, for the uses and purposes
therein set forth; and the said ASSISTANT SECRETARY as custodian of the corporate seal of
said Banking Corporation caused the corporate seal to be affixed to said instrument
as ASSISTANT SECRETARY's own free and voluntary act and as the free and voluntary
act of said Banking Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of JAN 23 1995, 1994:

(SEAL)



Anne M. Marchetti
NOTARY PUBLIC

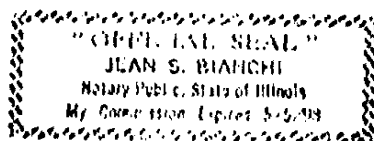
My commission expires: _____

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 SKINNER & KILPATRICK, Trust Officer and DONNA H. McDowell
of SUBURBAN NATIONAL BANK OF PALATINE,
personally known to me to be the same persons whose name are subscribed to the
foregoing instrument as such Trust Officer and TRUST OFFICER 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 Banking Corporation, for the uses and purposes therein set
forth; and the said TRUST OFFICER as custodian of the corporate seal of said
Banking Corporation caused the corporate seal to be affixed to said instrument as
their's own free and voluntary act and as the free and voluntary act of
said Banking Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of January, 1995, 1994:

(SEAL)



Jean S. Bianchi
NOTARY PUBLIC

My commission expires: 5/5/98

Bank Palatine, N.A.

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COLONIAL BANK:

BY: Joseph J. Shemky
Its: Vice President

ATTEST: Kristine G. Leahy
Its: Loan Officer

State of Illinois)
) SS.
County of Cook

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY, that the above named Joseph J. Shemky, Vice President and Kristine G. Leahy, Loan Officer, of COLONIAL BANK, 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 said Senior Vice President, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Senior Vice President's own free and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and Notary Seal this 11 day of Nov., 1994.

(SEAL)



Catherine Lombardo
NOTARY PUBLIC

My commissions expires:

1-11-97

This instrument was prepared by and return to: Sonia Vale, Colonial Bank, 5850 W. Belmont Ave., Chicago, Illinois 60634.

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LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND COMPRISED OF A PART OF EACH OF LOTS 3 AND 4 LYING EAST OF A LINE DRAWN ALONG THE SOUTH LINE OF WILCOX STREET, AND AT RIGHT ANGLES TO SAID SOUTH LINE OF WILCOX STREET FROM A POINT 292 FEET EAST OF THE EAST LINE OF THE WEST 75 FEET OF LOTS 3 AND 4 IN BLOCK 4 IN BLOCK 9, AND ALL OF LOTS 1 AND 2 IN BLOCK 10, TOGETHER WITH THE VACATED PART OF FOURTH AVENUE LYING BETWEEN BLOCKS 9 AND 20 IN STEELE AND BROWN'S ADDITION TO MAYWOOD BEING A SUBDIVISION OF THE 565.50 FEET SOUTH OF AND ADJOINING THE NORTH 504.90 FEET OF THE WEST 1148.00 FEET OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

COMPRISING A PART OF EACH OF LOTS 40 TO 47 INCLUSIVE; TOGETHER WITH PART OF THE VACATED EAST AND WEST 14 FOOT ALLEY LYING NORTH OF AND ADJOINING LOTS 34 TO 47, IN BLOCK 1 IN DES PLAINES ADDITION TO MAYWOOD A SUBDIVISION OF 20 ACRES IN THE NORTH EAST 1/4 OF SECTION 14 AFORESAID, WHICH PARCEL OF LAND, TAKEN AS A TRACT, LIES EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING ON THE SOUTH LINE OF WILCOX STREET (BEING ALSO THE NORTH LINE OF AFOREMENTIONED BLOCKS 9 AND 10 IN STEELE AND BROWN'S ADDITION TO MAYWOOD) AT A POINT WHICH IS 292.00 FEET EAST OF THE INTERSECTION IN BLOCK 4 IN SAID LINE WITH THE EAST LINE OF THE WEST 75.00 FEET OF LOTS 3 AND 4 IN BLOCK 4 IN SAID STEELE AND BROWN'S ADDITION TO MAYWOOD, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF WILCOX STREET, A DISTANCE OF 66.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF WILCOX STREET, A DISTANCE OF 156.00 FEET; THENCE SOUTH ALONG A LINE, PERPENDICULAR TO LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 96.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF WILCOX STREET, A DISTANCE OF 159.75 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 47, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 48 TO 56, INCLUSIVE, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY, IN BLOCK 1, TOGETHER WITH THAT PART OF THE VACATED EAST AND WEST 14 FOOT ALLEY LYING NORTH OF AND ADJOINING BLOCK 1, WHICH LIES EAST OF THE WEST LINE OF LOT 48 EXTENDED NORTH, IN BLOCK 1 IN DES PLAINES ADDITION TO MAYWOOD, A SUBDIVISION OF 20 ACRES IN THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THE SOUTH 53 FEET OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 783.20 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 14 AND 1148.00 FEET EAST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE EAST ALONG A LINE PARALLEL TO NORTH LINE OF SECTION, 322.00 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT 1083.50 FEET SOUTH OF THE NORTH LINE OF SECTION AND 1327.55 FEET EAST OF THE NORTH AND WEST 1/4 LINE OF SECTION; THENCE WEST ALONG A LINE PARALLEL TO NORTH LINE OF SECTION 179.98 FEET; THENCE NORTH 300.30 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 57 TO 68, INCLUSIVE, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY LINE, IN BLOCK 1, TOGETHER WITH THAT PART OF THE VACATED EAST AND WEST 14 FOOT ALLEY LYING NORTH OF AND ADJOINING BLOCK 1, WHICH LIES EAST OF THE WEST LINE OF LOT 48 EXTENDED NORTH, IN SAID BLOCK 1, IN DES PLAINES ADDITION TO MAYWOOD AFORESAID, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1301 Greenwood, Maywood, Illinois
P.I.N.: 15-14-208-087, -083, -085, -084, -057, -056, -057, -059, -060, -061, -063, -058, -062 and -053 and 15-14-203-008

Parcel 6:

Lot 26 in Block 4 in Elk Grove Village Section 9, being a subdivision in Section 36, Township 40 North, Range 10, East of the Third Principal Meridian (excepting therefrom that portion lying East of the West line of Rohlfing Road per Document No. 11069335 dated April 5, 1932), in Cook County, Illinois according to the plat thereof recorded on August 6, 1973 as Document No. 22426695.

Commonly known as: 1501 W. Clifford Lane, Elk Grove Village, Illinois
P.I.N.: 07-36-412-020

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