

AGREEMENT dated as of March 1, 1995 between

Bank One, Chicago, NA, not personally, but as Trustee under Trust Agreement dated September 29, 1993 and known as Trust No. R-3932 and _____ corporation,

95181008

d/b/a _____, DEPT-01 RECORDING limited partnership 69.50 T#0003 TRAM 3769 03/17/95 13:27:00 #1421 & RC *-95-181008

(Mortgagor); Bank One, Chicago, NA ("Bank"); and

Christopher Rintz, Katherine Rintz, & New England Builders, Inc. ("Guarantor" or "Guarantors")

RECITALS

A. Mortgagor is indebted to Bank in the principal sum of Five Hundred Sixty Thousand and 00/100 Dollars (\$560,000.00--) as evidenced by a Mortgage Note ("Note") dated as of October 15, 1993, which Note is secured in part by a Mortgage ("Mortgage"),

and Assignment of Rents applicable to the property commonly known as Scattered Site Program #142 legally described on Exhibit A attached hereto, which document(s) were (was) recorded with the Cook County Recorder of Deeds as Document Number(s) 93896479 (and 93896480 respectively) on November 4, 1993

B. Said Note is also secured by the Guaranty of Payment and Performance dated as of October 15, 1993, executed by the Guarantor(s).

C. Mortgagor () and Guarantor(s) has/have requested an additional loan in the amount of _____ Dollars (\$ _____) an extension of the maturity date of the Note from March 1, 1995 to June 2, 1995

D. Bank is willing to grant such request pursuant to the terms and provisions of this Agreement and the Promissory Note dated March 1, 1995 in the principal sum of _____ Dollars (\$95,000.00--) which bears interest due and payable at the rate specified therein ("Replacement Note").

AGREEMENTS

NOW, THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

- Mortgagor () and Guarantor(s) does/do hereby acknowledge that the Mortgage (Assignment of Rents), (Guaranty) and other applicable Security Documents are in full force and effect.
- The Mortgage, (Assignment of Rents) and other Security Documents are hereby modified to provide that such instruments continue as collateral security for repayment of the Replacement Note.
- Guarantor(s) (do) (does) hereby reaffirm and ratify the Guaranty.
- In all other respects, the Mortgage, (Assignment of Rents) and other applicable Security Documents are hereby ratified and reaffirmed.
- In the event the Mortgagor executing this Agreement is an (inc) a land trust, this Agreement is executed by the Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Replacement Note shall be construed as creating any liability on the Mortgagor personally to pay the Replacement Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Agreement or the security documents referred to herein, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note or Replacement Note and owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral referred to herein and to any other security given at any time to secure the payment thereof.

Dated at EVANSTON, Illinois as of the date first above written.

95181008

MORTGAGOR:

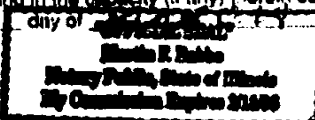
<input type="checkbox"/> Partnership / Joint Venture: a _____ (partnership) (joint venture) By: _____ Its: _____	<input checked="" type="checkbox"/> Land Trust: <u>Bank One, Chicago, NA</u> as Trustee under Agreement dated <u>September 29, 1993</u> and known as Trust No. <u>R-3932</u> By: _____ Its: _____
<input type="checkbox"/> Corporation: a _____ corporation By: _____ Its: _____	<input type="checkbox"/> Individuals: _____ _____ _____ _____ _____ _____ _____ _____

BANK
Bank One, Chicago, NA
By: Vincent G. Laughlin
Its: Vincent G. Laughlin Vice President

GUARANTORS:
Christopher Rintz
Katherine Rintz
New England Builders, Inc.
 Christopher Rintz, President

STATE OF ILLINOIS
COUNTY OF COOK } SS

I, MARTIN F. GABRO notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that MR. VINCENT G. LAUGHLIN is personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her/his/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.
Given under my hand and seal this 15 day of March, 1995



Notary Public

STATE OF ILLINOIS
COUNTY OF _____ } SS

I, _____ a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her/his/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.
Given under my hand and seal this _____ day of _____, 1995

Notary Public

Document prepared by: Jerome P. Vya and to be returned to: Bank One, Chicago, NA
Property Tax No.: See Attached 800 Davis Street
Evanston, Illinois 60201

N 432222 Mygale

6950
BANK

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RIDER

It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that all of the representations, covenants, undertakings, warranties, indemnities, and agreements herein made on the part of the Trustee while in form purporting to be on the part of said Trustee are nevertheless made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against BANK ONE, CHICAGO, NA under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of said Trustee in this instrument, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

Bank One, Chicago, NA

not personally, but as Trustee under Trust No. 83932

By: [Signature]
LAND TRUST OFFICER,

Attest:

[Signature]
ADMINISTRATIVE ASSISTANT

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 the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of Bank One, Chicago, NA and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

95181008

Given under my hand and official seal this 3rd day of March 1995.

"OFFICIAL SEAL"
Roberta S. Davis
Notary Public, State of Illinois
Cook County
My Commission Expires 9/26/98

[Signature]
Notary Public

My Commission expires 9-26-98.

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EXHIBIT "A" FOR LEGAL DESCRIPTIONS

PROPERTY #1 - 3125 W. BELDEN, CHICAGO, ILLINOIS 60647

LOT 52 IN FRICKE AND DOSE'S SUBDIVISION OF THE WEST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.20 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13-36-106-011

PROPERTY #2 - 1532 N. BOSWORTH, CHICAGO, ILLINOIS 60622

LOT 39 IN HURFORD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN THE CANAL TRUSTEE'S SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 17-05-107-032

PROPERTY #3 - 1941 W. CRYSTAL, CHICAGO, ILLINOIS 60622

LOTS 8, 9 AND 10 IN JOSEPH PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 17-06-226-007

PROPERTY #4 - 1825 N. DRAKE, CHICAGO, ILLINOIS 60647

LOT 22 IN BLOCK 8 IN THE SUBDIVISION OF BLOCKS 4, 5, 6, 7, 8 AND 9 IN E. SIMON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13-35-407-019

PROPERTY #5 - 1909 N. FRANCISCO, CHICAGO, ILLINOIS 60647

THE NORTH 1/2 OF LOT 14 IN BLOCK 2 IN HANSBOROUGH AND HESS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13-36-306-018

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Yes

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PROPERTY #6 - 1634 N. HAMLIN, CHICAGO, ILLINOIS 60647

LOT 6 IN DEARDOFF'S SUBDIVISION OF LOTS 1 AND 4 IN BLOCK 4 IN HAGAN AND BROWN'S ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13-35-325-027

PROPERTY #7 - 3563 N. MEDILL, CHICAGO, ILLINOIS 60647

LOT 63 IN VANCE'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/3 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13-35-203-029

PROPERTY #8 - 1819 N. SAWYER, CHICAGO, ILLINOIS 60623

LOT 30 IN BLOCK 12 IN WINKELMAN'S RESUBDIVISION OF BLOCKS 1 AND 12 OF E. SIMON'S ORIGINAL SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13-35-411-016

PROPERTY #9 - 1410 N. TALMAN, CHICAGO, ILLINOIS 60622

LOT 6 IN CATHERINE H. FRINS SUBDIVISION OF LOTS 20 TO 24, ALL IN BLOCK 7 IN THOMPSON'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 16-01-210-035

PROPERTY #10 - 1416 N. TALMAN, CHICAGO, ILLINOIS 60622

LOT 19 AND LOT 18 (EXCEPT THE NORTH 12-1/2 FEET THEREOF) IN BLOCK 7 IN H. M. THOMPSON'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 16-01-210-034

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See

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PROPERTY #11 - 1526 N. TALMAN, CHICAGO, ILLINOIS 60622

LOT 14 IN BLOCK 2 IN H. M. THOMPSON'S SUBDIVISION OF THE
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P.T.N 16-01-202-036

PROPERTY #12 - 1812 N. TALMAN, CHICAGO, ILLINOIS 60647

LOT 32 IN W. W. MARTIN'S SUBDIVISION OF LOTS 6, 7, 9 AND 10 OF
BLOCK 4 IN BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13-36-411-042

PROPERTY #13 - 1816 N. TALMAN, CHICAGO, ILLINOIS 60647

LOT 30 IN W. W. MARTIN'S SUBDIVISION OF LOTS 6, 7, 9 AND 10 IN
BLOCK 4 IN BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13-36-411-040

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