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 . #7794 + ER *-96-389243
 . COOK COUNTY RECORDER

H96013019

MODIFICATION AGREEMENT

THIS INDENTURE, made FEBRUARY 29, 1996, by and between THE FIRST NATIONAL BANK OF CHICAGO (Lender), which is the owner of the Mortgage hereinafter described, and DRYWALL SERVICE, INC., an Illinois Corporation, ROBERT MADURA, MARY ANN MADURA, and PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1986 AND KNOWN AS TRUST NUMBER 7960 (hereinafter "Borrowers") and PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1986 AND KNOWN AS TRUST NUMBER 7960 (hereinafter "Mortgagor") who are the titleholders of the real estate hereinafter and in said Mortgage described, WITNESSETH:

Handwritten initials/signature

1. The parties hereby agree to modify the terms of repayment of the indebtedness evidenced by the Multiple Advance (Grid) Note for ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) dated January 20, 1990 which is secured by the Mortgage of even date herein referred to and recorded on October 4, 1991 in the Recorder's Office of Cook County, Illinois, as Document No. 90090001 and subsequently modified to the date hereof, under which the Mortgagor mortgages to THE FIRST NATIONAL BANK OF CHICAGO certain real estate situated in the County of Cook, State of Illinois, described as follows:

Lot 20 in Block 4 in Midland Development Company's Northlake Village Unit No. 3, a Subdivision of Part of the South Half section 32, Township 40 North, Range 12, East of the Third Principal Meridian, as per Plat recorded as Document 1238621 in Cook County, Illinois.

Permanent Index Number 12-32-409-022 Common Address: 432 E. North Avenue
Northlake, IL 60164

2. Whereas, Borrowers have previously executed a Multiple Advance (Grid) Note and Mortgage dated January 20, 1990, in favor of the Lender in the original amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

3. Said Mortgage shall be modified, commencing on FEBRUARY 29, 1996, the Borrowers have executed a Note to increase the Note in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00). The principal and interest on the Note is payable as stated therein.

4. Notwithstanding anything to the contrary in said Note, if any part of said unpaid principal amount or interest thereon be not paid as herein provided, or if default in the performance of any other covenant of the Mortgage shall continue for three (3) days, the entire principal sum remaining unpaid together with the then accrued interest shall, without notice, at the option of the holder of said Installment Note become and be due and payable, in the same manner as if said modification had not been granted.

5. From and after the date hereof, Borrowers shall furnish to Lender within ninety (90) days following the end of each fiscal year of Borrowers, for so long as said Note shall not have been repaid in full, its financial statements

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and federal and state income tax returns for such fiscal year and such other financial information as Lender may request, all in form and substance satisfactory to Lender. In addition to such financial statements and tax returns, Borrowers shall deliver to Lender a rent roll prepared as of the last day of such fiscal year and copies of any and all new leases and modifications and amendments to existing leases entered into during such fiscal year. All rent rolls, financial statements, new leases, and modifications and amendments to existing leases shall be certified by Borrowers as being true, correct and complete. If Borrowers' Party is an Illinois land trust, then the financial statements, tax returns and other financial information furnished by Borrowers shall pertain to the beneficiary of Borrowers and the certification thereof shall be given by the beneficiary of Borrowers. Borrowers' failure to comply with the provisions of this Paragraph 5 shall constitute a default under said Mortgage.

6. This Agreement is supplementary to said Mortgage. Except as provided herein, all the provisions thereof and of the Note including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Note shall remain in full force and effect.

This Modification Agreement is executed by Parkway Bank and Trust Company as Trustee under Trust Agreement dated September 15, 1986 and known as Trust Number 7960 not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Mortgage or in said Note contained shall be construed as creating any liability on Parkway Bank and Trust Company as Trustee under Trust Agreement dated September 15, 1986 and known as Trust Number 7960 personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereafter or hereunder, or to perform any agreement or covenant either expressed or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Parkway Bank and Trust Company as Trustee under Trust Agreement dated September 15, 1986 and known as Trust Number 7960 personally is concerned, the Assignee hereunder or the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents assigned under above mentioned for the payment thereof, by said Mortgage created, in the manner herein and in said Mortgage and Note provided.

Upon the direction of the Assignee.

Borrowers, has advised Lender that the proceeds of the loan secured by the Mortgage hereinabove referred to were originally used for the purposes specified in Subsection (1)(c) Section 6404 Chapter 815, Section 205/4 of the Illinois Compiled Statutes, and that the principal obligation secured thereby constitutes a business loan which comes within the purview of said paragraph.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture on the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO

By: Charles M. Threewitt
Charles M. Threewitt
Title: Vice President

MORTGAGOR AND BORROWER:

Parkway Bank and Trust Company
A/T/U/T/A dated 9/15/86 AKA
Trust #7960

By: Frank J. [Signature]
Its: Vice President - Trust Officer

ATTEST:

By: [Signature]
Title: Assistant Trust Officer

THE SIGNATURE OF PARKWAY BANK & TRUST CO. IS BASED SOLELY UPON INFORMATION FURNISHED BY THE BENEFICIARY OR BENEFICIARIES OF THE AFORESAID TRUST. THE UNDERSIGNED HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS HEREIN CONTAINED.

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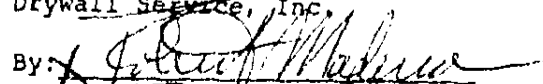
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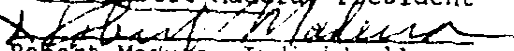
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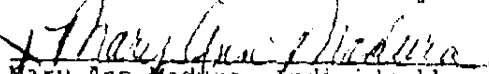
BORROWERS:

Drywall Service, Inc.

By:


Robert Madura, President


Robert Madura, Individually


Mary Ann Madura, Individually

This instrument was prepared by
Joyce N. Sparr for The First
National Bank of Chicago
120 East Wesley St. - Suite 2034
Wheaton, Illinois 60087

Imaged to:

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