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PREPARED BY:

Nancy Fox Ardell, Esq.
ABN AMRO North America, Inc.
135 S. LaSalle St., Suite 925
Chicago, Illinois 60674

97410112

RETURN TO:

Patrick Stoltz
LaSalle Bank Illinois
4747 West Dempster
Stokje Illinois 60076

PIN: 12-29-205-007
12-29-205-039

DEPT-01 RECORDING 653.50
740011 TRAN 7559 03/10/97 03:54:00
48636 + KP *-97-410112
COOK COUNTY RECORDER

Property Address:

10513-10515 West Grand Avenue
Franklin Park, Illinois

53 SD

LOAN EXTENSION AND MODIFICATION AGREEMENT

This Loan Extension and Modification Agreement (the "Agreement"), dated as of April 30, 1997 is among American National Bank and Trust Company of Chicago, as successor in interest to Comerica Bank-Illinois, as successor in interest by merger to Manufacturers Affiliated Trust Company, as successor in interest to Affiliated Bank/Western National, as successor in interest to FSB, formerly known as First State Bank and Trust Company of Franklin Park, not personally but as trustee under Trust Agreement dated May 19, 1987 and known as Trust No. 1217 ("Mortgagor"); Wayne Patrick Filosa ("Beneficiary"); Wayne Patrick Filosa ("Guarantor"); and LASALLE BANK ILLINOIS, as successor to Comerica Bank-Illinois, successor in interest by merger to Affiliated Bank ("Lender").

RECITALS

REI TITLE SERVICES #

500801

- A. Mortgagor is the owner of the real estate described in Exhibit A hereto ("Real Estate"). Beneficiary is the sole beneficiary of Mortgagor.
- B. On October 2, 1992, Mortgagor executed and delivered to Lender its Mortgage Note (including all extensions, modifications and replacements thereof, "Note") in the principal amount of \$1,500,000.00, to evidence a loan in that amount.
- C. To secure payment of the Note, the following documents were executed and delivered:

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1. A Real Estate Mortgage and Assignment of Rents dated October 2, 1992 and recorded on October 29, 1992 with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 92803298, wherein the Mortgagor mortgaged the Real Estate to Lender.

2. An Assignment of Rents and Lessor's Interest in Leases dated August 14, 1992 and recorded October 28, 1992 with the Recorder's Office, as Document No. 92803300, wherein Mortgagor assigned to Lender the rents and income from the Real Estate.

3. A Waiver of Defenses executed by Guarantor and Trustee dated October 2, 1992 and recorded October 28, 1992 with the Recorder's Office, as Document No. 92803299.

4. A Security Agreement and Assignment-Interest in Land Trust dated August 14, 1992, wherein the Beneficiary collaterally assigned to Lender his beneficial interest in Trust No. 121, of which Mortgagor is the trustee.

5. A Guaranty Agreement dated March 6, 1995, wherein Guarantor guaranteed the payment of the Note.

6. A Construction Loan Agreement dated August 14, 1992.

7. Environmental Indemnity Agreement, wherein Guarantor has agreed to indemnify and protect Bank against claims and liabilities arising out of environmental considerations.

8. UCC Financing Statements of the Mortgagor and Beneficiary in favor of the Bank.

The terms of the documents listed in subsections C(1)-(8) above (the "Loan Documents") are hereby incorporated herein as if fully restated.

D. The Loan Documents have been extended and/or modified as follows:

1. A Loan Extension Agreement dated June 28, 1994 and recorded in the Recorder's Office as Document No. 94776605, which extended the Loan Documents and the Note to September 1, 1994.

2. A Loan Modification Agreement dated December 1, 1994 and recorded in the Recorder's Office as Document No. 95212175, which extended the Loan Documents and the Note to September 1, 1996.

3. A Loan Extension and Modification Agreement dated September 1, 1996 and recorded in the Recorder's Office as Document No. 96804506, which extended the Loan Documents and the Note to March 31, 1997.

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4. A Loan Extension and Modification Agreement dated March 31, 1997 and recorded in the Recorder's Office as Document No. 97255824, which extended the Loan Documents and the Note to April 30, 1997.

E. The Note matures and is payable on April 30, 1997. The parties hereto desire to extend the maturity date of the Note to April 30, 1998.

WHEREFORE, it is agreed as follows:

1. To evidence the new maturity date of the Note, the Mortgagor shall deliver to the Lender a Re-opening Note, which is incorporated herein by this reference and is attached hereto as Exhibit B, dated as of the date hereof and payable to the Lender in the principal amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$1,250,000.00), at the rate of Prime, floating, and requiring monthly interest payments. The new maturity date of the Note shall be April 30, 1998.

2. Except as modified herein, the Note and Loan Documents remain in full force and effect according to their terms, as extended hereby.

3. Guarantor unconditionally reaffirms his guarantee of the obligation of Mortgagor to Lender under the provisions of the Note and Loan Documents.

4. This Note is executed by American National Bank and Trust Company of Chicago, not personally but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by such trustee are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against such trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Note.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of April 30, 1997.

LASALLE BANK ILLINOIS

By: _____
Its: _____

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee as aforesaid

By: _____
Its: TRUST OFFICER JOSEPH E. SOCHACKI

WAYNE PATRICK FILOSA, Guarantor

WAYNE PATRICK FILOSA, Beneficiary

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

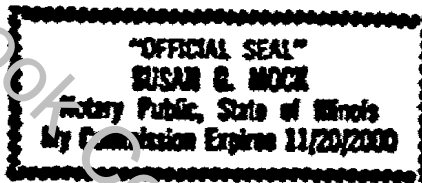
I, SUSAN G. MOCK, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOSEPH E. SOCHACKI, personally known to me and known by me to be the TRUST OFFICER of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as trustee as aforesaid, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of May, 1997.

Susan G. Mock
Notary Public

My Commission Expires:

11/20/2000

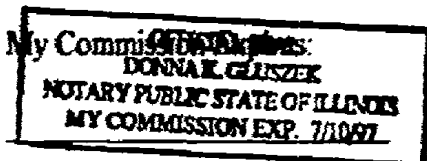


STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Donna K. Gluszek, a Notary Public in and for said County in the State aforesaid, do hereby certify that Patrick Stoltz, personally known to me and known by me to be the AUP of LASALLE BANK ILLINOIS, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of April, 1997.

Donna K. Gluszek
Notary Public



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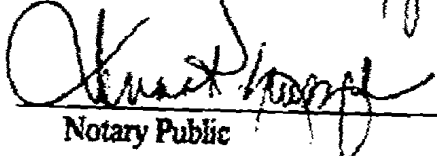
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

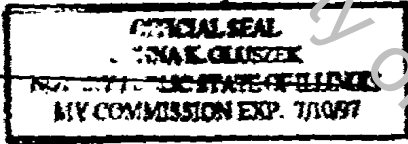
I, Donna Gluszek, a Notary Public in and for said County in the State aforesaid, do hereby certify that WAYNE PATRICK FILOSA, personally known to me appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of April, 1997.



Notary Public

My Commission Expires:



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Exhibit A

LEGAL DESCRIPTION:

Parcel 1: The North 1/2 of the East 60 feet of the West 421 feet of that part of the East 1/2 of the Northeast 1/4 of Section 29, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of Grand Avenue as widened pursuant to condemnation in Case No. 63 E 37990, in Cook County, Illinois, commonly known as 10513 West Grand Avenue, Leyden Township, IAGO; The North 1/2 of the East 60 feet of the West 421 feet (except the North 50 feet thereof) of that part of the East 1/2 of the Northeast 1/4 of Section 29, Township 40 North, Range 12, East of the Third Principal Meridian lying South of the Center of Grand Avenue (also known as Whiskey Point Road) (except those parts thereof heretofore conveyed for school purposes; and also except that part thereof falling within a tract of land described as follows: Beginning at the point of intersection of the South line of Grand Avenue as widened pursuant to condemnation in Case No. 63 E 37990 with the East line of the West 201 feet of the East 1/2 of the Northeast 1/4 of said Section 29; thence South 89° 00' 00" East along the last described East line a distance of 245.89 feet to a point on the North line of the South 180 feet of the East 1/2 of the Northeast 1/4 of said Section 29; thence South 89° 30' 31" East along the last described North line, a distance of 60.80 feet to a point on the East line of the West 301 feet of the East 1/2 of the Northeast 1/4 of said Section 29; thence North 8° 00' 00" East along the last described East line, a distance of 50.00 feet to a point on the North line of the South 230 feet of the East 1/2 of the Northeast 1/4 of said Section 29; thence North 89° 30' 31" East along the last described North line, a distance of 60.80 feet to a point on the East line of the West 361 feet of the South 1/2 of the Northeast 1/4 of said Section 29; thence South 8° 00' 00" West along the last described East line, a distance of 220.85 feet to a point on the South line of the North half of the East 60 feet of the West 421 feet of that part of the East 1/2 of the Northeast 1/4 of said Section 29 lying South of the center line (except the North 50 feet thereof) of Grand Avenue (also known as Whiskey Road); thence South 87° 53' 30" East along the last described South line a distance of 5.81 feet; thence North 0° 00' 45" East, a distance of 101.34 feet; thence South 85° 48' 47" East a distance of 5.42 feet; thence North 0° 14' 06" East, a distance of 34.72 feet; thence Easterly, Northerly and Westerly along an arc of a circle, convex to the East, having a radius of 22 feet, the chord thereof having a bearing of North 7° 27' 49" East and a length of 41.28 feet, an arc distance of 47.69 feet to a point of reverse curvature; thence Northwesterly along an arc of a circle, convex to the Southwest, having a radius of 26 feet, the chord thereof having a bearing of North 23° 55' 53" West and a length of 18.76 feet, an arc distance of 19.20 feet to a point of tangency; thence North 2° 46' 52" West a distance of 24.68 feet to the South line of Grand Avenue, as aforesaid; thence North 86° 16' 52" West along the last described South line a distance of 133.71 feet to the piece of beginning, in Cook County, IL **Parcel 2:** Units 101, 103, 201, 202, 204, 401, 402, 403, 501, 502, 601, 602, 603, 701, 702, 803 and 804 of the Grand Towers Plaza Condominium in the East 1/2 of the Northeast 1/4 of Section 29, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Declaration of Condominium Ownership and Plat of Condominium recorded with the Recorder of Deeds of Cook County, Illinois on December 30, 1997 as Document No. 87680416

COMMONLY KNOWN AS: 10513-10515 West Grand Avenue, Franklin Park, IL
P.L.N. 12-29-205-007-0000
12-29-205-039-0000

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EXHIBIT B

REVOLVING NOTE

\$1,250,000.00

Date: April 30, 1997

Due: April 30, 1998

On or before April 30, 1998, AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as successor in interest to First Chicago Trust Company, as successor in interest to Comerica Bank-Illinois, as successor in interest by merger to Manufacturers Affiliated Trust Company, as successor in interest to Affiliated Bank/Western National, as successor in interest to FSB, formerly known as First State Bank and Trust Company of Franklin Park, not personally but as trustee under Trust Agreement dated May 19, 1987 and known as Trust No. 1217 (the "Maker"), for value received, promises to pay to the order of LASALLE BANK ILLINOIS, successor to Comerica Bank-Illinois, an Illinois state banking association (hereinafter, together with any holder thereof, called "Bank"), at the main office of the Bank located at 4747 W. Dempster, Skokie, Illinois 60076, the principal sum of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) or if less, the aggregate unpaid principal amount of all loans made by the Bank to the Maker.

The unpaid principal amount hereof shall bear interest at the Prime Rate (as hereinafter defined) per annum (the "Interest Rate"). Interest shall be payable from the date hereof on the aggregate unpaid principal amount of all loans made by the Bank to the Maker in monthly installments beginning on June 1, 1997 and continuing on the first day of each calendar month thereafter, and at maturity hereof. Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid balance at the Interest Rate plus 2% per annum. For purposes hereof, the phrase "Prime Rate" shall mean the rate of interest then most recently announced by the Bank as its Prime Rate, which is not necessarily the Bank's lowest or most favorable rate of interest at any one time. Each change in the interest rate hereon shall take effect on the effective date of the change in the Prime Rate. The Bank shall not be obligated to give notice of any change in the Prime Rate. The Prime Rate shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed, unless otherwise specified herein. A late payment charge equal to 5% of each late payment may be charged on any payment not received by the Bank within 10 calendar days after the payment due date, but acceptance of payment of this charge shall not waive any default under this Note.

The Maker, and each one of them, hereby authorize the Bank to charge any accounts of the Maker, and each one of them, for all sums due hereunder. Principal payments submitted in funds not available until collected shall continue to bear interest until collected. If payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Illinois, the due date thereof shall be extended to the next succeeding business day, and interest shall be payable thereon at the rate specified during such extension.

This Note is executed pursuant to a revolving line of credit under which Maker is indebted to Bank and evidences the aggregate unpaid principal amount of all advances made or to be made by Bank to Maker under the Note. All advances and repayments hereunder shall be evidenced by entries on the books and records of Bank which shall be presumptive evidence of the principal

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amount and interest owing and unpaid on this Note, or any renewal or extension hereof. The failure to so record any such amount or any error so recording any such amount shall not, however, limit or otherwise affect the obligations of the Maker hereunder or under any note to repay the principal amount of the liabilities together with all interest accruing thereon.

Advances under this Note may be made by Bank upon oral or written request of any person whose authority to so act has not been revoked by the Maker, by the writing theretofore received by Bank at its main office. Any such advances shall be conclusively presumed to have been made by Bank to or for the benefit of the Maker. The Maker does hereby irrevocably confirm, ratify and approve all such advances by Bank and does hereby indemnify Bank against losses and expenses (including court costs, attorneys' and paralegals' fees) and shall hold Bank harmless with respect thereto.

As security for the payment of this Note and any and all other liabilities and obligations of the Maker, or any one of them, (and of any partnership in which any of the Maker, or any one of them, is or may be a partner) to Bank, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now or hereafter existing, whether now due or to become due, whether direct or indirect, or absolute or contingent, and whether several, joint or joint and several (all of which liabilities and obligations, including this Note, are hereinafter called the "Obligations"), the Maker, jointly and severally, do hereby pledge, assign, transfer and deliver to Bank and do hereby grant to Bank a continuing security interest in and to any property of the Maker, or any of one of them, of any kind or description, tangible or intangible, now or hereafter assigned, transferred or delivered to or left in or coming into the possession, control or custody of, or in transit to, Bank or any agent or bailee for the Bank, by or for the account of the Maker, or any one of them, whether expressly as collateral security or for any other purpose, including, without limitation, all property left with Bank whether held in a general or special account or for safekeeping or otherwise, all dividends, interest, or other rights in connection with any securities included in said property coming into the possession of the Bank in any way and any property covered by a security agreement signed or assigned by any of the Maker in favor of Bank, including, but not limited to the following:

(1) cash, accounts, inventory, negotiable instruments, documents of title, chattel paper, certificates of deposit, securities, deposit accounts, other cash equivalents and all other property of whatever description of the Maker, or any one of them, whether now existing or hereafter acquired, and now or hereafter in the possession or control of or assigned to the Bank, and the products and proceeds therefrom, including the proceeds of insurance thereon;

(2) the additional property of the Maker, or any one of them, whether now existing or hereafter arising or acquired, together with any substitutions therefor, accessions thereto, or products and proceeds therefrom, including the proceeds of insurance thereon described; and

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(3) that certain Loan Extension and Modification Agreement dated April 30, 1997 by and between the Bank, the Maker, Wayne Patrick Filosa as guarantor ("Guarantor"), and Wayne Patrick Filosa as beneficiary.

All of the aforesaid property and the products and proceeds therefrom, including the proceeds of insurance thereon, are herein collectively called the "Collateral". The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Illinois Uniform Commercial Code. The cancellation or surrender of this Note, upon payment or otherwise, shall not affect the right of the Bank to retain the Collateral for any other of the Obligations.

If the Collateral, or any part thereof, is real estate, all covenants, conditions and agreements contained in any such mortgage or other instrument encumbering the real estate, hereby are incorporated herein by express reference, and a default thereunder shall be and constitute a default under this Note and any other of the Obligations. If a separate security agreement is executed by the Maker in conjunction with this Note, or any other of the Obligations, all covenants, conditions and agreements contained in the security agreement are hereby incorporated herein by express reference and a default thereunder shall be and constitute a default under this Note and any other of the Obligations.

The Maker, or any one of them, agrees to deliver to Bank immediately upon its demand, such other collateral as Bank may request, from time to time, should the value, in the Bank's sole discretion, of the Collateral decline, deteriorate, depreciate or become impaired, or should Bank deem itself insecure for any reason whatsoever, including, but not limited to, a change in the financial condition of the Maker, or any one of them, or any other party liable with respect to the Obligations, and does hereby grant to Bank a continuing security interest in such other collateral, which, when pledged, assigned and transferred to Bank shall be and become part of the Collateral. The Bank's security interests in each of the foregoing Collateral shall be valid, complete and perfected whether or not the same shall be covered by a specific assignment.

The Bank shall have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the Maker, or any one of them, shall reasonably request in writing, provided that such request shall not be inconsistent with Bank's status as a secured party, but the failure to comply with any such request shall not be deemed a failure to exercise reasonable care. No failure of Bank to preserve or protect any rights with respect to the Collateral against prior or third parties, or to do any act with respect to preservation of the Collateral, not so requested by the Maker, or any of them, shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral. The Maker, or any one of them, shall have the sole responsibility for taking such action as may be necessary, from time to time, to preserve all rights of the Maker, or any one of them, and Bank in the Collateral against prior or third parties. Without limiting the generality of the foregoing, where Collateral consists in whole or in part of securities, the Maker, and each one of them, represent to, and covenant with, the Bank that the Maker, and each one of them, has made arrangements for

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keeping informed of changes or potential changes affecting the securities (including, but not limited to, rights to convert, rights to subscribe, payment of dividends, reorganization or other exchanges, tender offers and voting rights), and the Maker, and each one of them, agree that the Bank shall have no responsibility or liability for informing the Maker, or any one of them, of any such or other changes or potential changes or for taking any action or omitting to take any action with respect thereto.

All Obligations of the Maker, or any one of them, and all rights, powers and remedies of the Bank, expressed herein shall be in addition to, and not in limitation of, those provided by law or in any written agreement or instrument (other than this Note) relating to any of the Obligations or any security therefor. In addition to all other rights possessed by it, the Bank may, from time to time, whether before or after default (as hereinafter provided), at its sole discretion, and without notice to the Maker, or any one of them, take any or all of the following actions: (1) transfer the whole or any part of securities which may constitute Collateral into the name of itself or its nominee without disclosing, if the Bank so desires, that such securities so transferred are subject to the security interests granted hereunder, and any corporation or association, or any of the managers or trustees of any trust, issuing any of said securities, or any transfer agent, shall not be bound to inquire, in the event that the Bank or said nominee makes any further transfer of said securities, or any portion thereof, as to whether the Bank or the nominee of the Bank has the right to make such further transfer, and shall not be liable for transferring the same; (2) notify any obligors on any of the Collateral to make payment to the Bank of any amounts due or to become due with respect thereto; (3) enforce collection of any of the Collateral by suit or otherwise, or surrender, release or exchange all or any part thereof; (4) take possession or control of any proceeds and products of any of the Collateral, including the proceeds of insurance thereon; (5) extend or renew or modify for one or more periods (whether or not longer than the original period) this Note, or any other of the Obligations, or any obligation of any nature of any obligor with respect to this Note, or any other of the Obligations, or any of the Collateral, and grant any releases, compromises or indulgences with respect to this Note, or any other of the Obligations, or any extension or renewal thereof, or any security therefor, or to any obligor hereunder or thereunder; (6) vote the Collateral; (7) make an election with respect to the Collateral under Section 1111 of the United States Bankruptcy Code or take action under Section 364 or any other section of the United States Bankruptcy Code, now existing or hereafter amended; provided, however, that any such action of the Bank as herein set forth shall not, in any manner whatsoever, impair or affect the liability hereunder, nor prejudice, nor waive, nor be construed to impair, affect, prejudice or waive Bank's rights and remedies at law, in equity or by statute, nor release or discharge, nor be construed to release or discharge, the Maker, or any one of them, or any guarantor or other person, firm, corporation or other entity liable to the Bank for the Obligations and indebtedness, whether now existing or hereafter created or arising; (8) at any time, and from time to time, accept additions to, releases, reductions, exchanges or substitution of the Collateral, without in any way altering, impairing, diminishing or affecting the provisions of this Note, or any of the other Obligations, or the Bank's rights hereunder and under any of the other Obligations.

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The Maker, and each one of them, without notice or demand of any kind, shall be in default hereunder if: (1) any amount payable on any of the Obligations, or on the obligations of any obligor hereunder, is not paid when due; or (2) the Maker, or any one of them, shall otherwise fail to perform any of the promises to be performed by the Maker, or any one of them, hereunder or under any other security agreement or other agreement with Bank; or (3) the Maker, or any one of them, or any person who is or shall become primarily or secondarily liable for any of the Obligations, who is a natural person, dies; or (4) the Maker, or any one of them, or any other party liable with respect to the Obligations, or any guarantor or accommodation endorser or third party pledgor, shall make any assignment for the benefit of creditors, or there shall be commenced any bankruptcy, receivership, insolvency, reorganization, dissolution or liquidation proceedings by or against, or the entry of any judgment, levy, attachment, garnishment or other process, or the filing of any lien against any of the Maker or any guarantor, or any other party liable with respect to the Obligations, or accommodation endorser or third party pledgor for any of the Obligations, or against any of the Collateral or any of the collateral under a separate security agreement signed by any one of them; or (5) there be any deterioration or impairment of any of the Collateral hereunder or any of the collateral under any security agreement executed by any of the Maker, or any other party liable with respect to the Obligations, or any guarantor or accommodation endorser or third party pledgor for any of the Obligations, or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes said Collateral or collateral in the sole opinion of Bank acting in good faith, to become unsatisfactory as to value or character, or which causes the Bank to reasonably believe that it is insecure and that the likelihood for repayment of the Obligations is or will soon be impaired, time being of the essence; or (6) this Note is secured by an additional or separate security agreement, then the occurrence of any default thereunder, or (7) there is a discontinuance by any guarantor of any guaranty of Obligations hereunder; or (8) the determination by the Bank that a material adverse change has occurred in the financial condition of the Maker from the condition set forth in the most recent financial statement of the Maker furnished to the Bank, or from the financial condition of the Maker most recently disclosed to Bank in any manner; or (9) any oral or written warranty, representation, certificate or statement of the Maker to the Bank is untrue; or (10) the failure to do any act necessary to preserve and maintain the value and collectability of the Collateral; or (11) failure of the Maker after request by the Bank to furnish financial information or to permit inspection by the Bank of the Maker's books and records; or (12) any guarantor of this Note or of any of the other Obligations shall contest the validity of such guaranty; or (13) the occurrence of any material adverse event which causes a change in the financial condition of the Maker, or which would have a material adverse effect on the business of the Maker.

Whenever the Maker, or any one of them, shall be in default as aforesaid, without demand or notice of any kind, the entire unpaid amount of all Obligations shall become immediately due and payable, and: (1) Bank may sell all or any of the Collateral at public or private sale, upon such terms and conditions as Bank may deem proper, and Bank may purchase any or all of the Collateral at any such sale, and Bank may apply the net proceeds, after deducting all costs, expenses, attorneys' and paralegals' fees incurred or paid at any time in the collection, protection and sale of the Collateral and the Obligations, to the payment of this Note and/or any of the other

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Obligations, returning the excess proceeds, if any, to the Maker, or any one of them, the Maker, and each one of them, remaining jointly and severally liable for any amount remaining unpaid after such application, with interest; and (2) Bank may exercise, from time to time, any and all rights and remedies available to it under the Uniform Commercial Code of Illinois, or otherwise available to it, including those available under any written instrument (in addition to this Note) relating to any of the Obligations or any security therefor, and may, without demand or notice of any kind, appropriate and apply toward the payment of such of the Obligations, whether matured or unmatured, including costs of collection and attorneys' and paralegals' fees, and in such order of application as the Bank may, from time to time, elect, any balances, credits, deposits, accounts or moneys of the Maker in possession, control or custody of, or in transit to the Bank. Any notification of intended disposition of any of the Collateral required by law shall be conclusively deemed reasonably and properly given if given at least five (5) calendar days before such disposition hereby confirming, approving and ratifying all acts and deeds of the Bank relating to the foregoing, and each part thereof.

THE MAKER, AND EACH ONE OF THEM, WAIVES THE BENEFIT OF ANY LAW THAT WOULD OTHERWISE RESTRICT OR LIMIT BANK IN THE EXERCISE OF ITS RIGHT, WHICH IS HEREBY ACKNOWLEDGED, TO APPROPRIATE WITHOUT NOTICE AND REGARDLESS OF THE COLLATERAL, AT ANY TIME HEREAFTER, ANY INDEBTEDNESS MATURED OR UNMATURED, OWING FROM BANK TO THE MAKER, OR ANY ONE OF THEM. THE BANK MAY, FROM TIME TO TIME, WITHOUT DEMAND OR NOTICE OF ANY KIND, APPROPRIATE AND APPLY TOWARD THE PAYMENT OF SUCH OF THE OBLIGATIONS, AND IN SUCH ORDER OF APPLICATION, AS THE BANK MAY, FROM TIME TO TIME, ELECT ANY AND ALL SUCH BALANCES, CREDITS, DEPOSITS, ACCOUNTS, MONEYS, CASH EQUIVALENTS AND OTHER ASSETS, OF OR IN THE NAME OF THE MAKER, OR ANY ONE OF THEM, THEN OR THEREAFTER WITH THE BANK. THE MAKER, AND EACH ONE OF THEM, DO HEREBY ASSIGN AND TRANSFER TO THE BANK ANY AND ALL CASH, NEGOTIABLE INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, CERTIFICATES OF DEPOSIT, DEPOSIT ACCOUNTS, OTHER CASH EQUIVALENTS AND OTHER ASSETS OF THE MAKER, OR ANY ONE OF THEM, IN THE POSSESSION OR CONTROL OF BANK FOR ANY PURPOSE.

THE MAKER, AND EACH ONE OF THEM, WAIVE EVERY DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH THE MAKER, OR ANY ONE OF THEM, MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY BANK IN ENFORCING THIS NOTE AND/OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL AND RATIFY AND CONFIRM WHATEVER BANK MAY DO PURSUANT TO THE TERMS HEREOF AND WITH RESPECT TO THE COLLATERAL AND AGREE THAT BANK SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR MISTAKES OF FACT OR LAW. THE BANK AND THE MAKER, AND EACH ONE OF THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT EITHER OR ANY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY

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LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL, OR ANY AGREEMENT, EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH THE BANK AND THE MAKER, OR ANY ONE OF THEM, ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK GRANTING ANY FINANCIAL ACCOMMODATION TO THE MAKER, OR ANY ONE OF THEM.

The Maker, and any other party liable with respect to the Obligations, any guarantors, and any and all endorsers and accommodation parties, and each one of them, waive any and all presentment, demand, notice of dishonor, protest, and all other notices and demands in connection with the enforcement of Bank's rights hereunder, and hereby consent to, and waive notice of release, with or without consideration, of any of the Maker or of any Collateral. No default shall be waived by the Bank except in writing. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy. This Note: (i) is valid, binding and enforceable in accordance with its provisions, and no conditions exist to the legal effectiveness of this Note; (ii) contains the entire agreement between the Maker and Bank; (iii) is the final expression of their intentions; and (iv) supersedes all negotiations, representations, warranties, commitments, offers, contracts (of any kind or nature, whether oral or written) prior to or contemporaneous with the execution hereof. No prior or contemporaneous representations, warranties, understandings, offers or agreements of any kind or nature, whether oral or written, have been made by Bank or relied upon by the Maker in connection with the execution hereof. No modification, discharge, termination or waiver of any of the provisions hereof shall be binding upon the Bank, except as expressly set forth in a writing duly signed and delivered on behalf of the Bank.

The Maker, and each one of them, jointly and severally, agree to pay all costs, legal expenses, attorneys' fees and paralegals' fees of every kind, paid or incurred by Bank in connection with the preparation, execution and delivery of this Note and any other loan documents and in the enforcement of the Bank's rights and remedies hereunder, including, but not limited to, litigation or proceedings initiated under the United States Bankruptcy Code, or in respect to any other of the Obligations, or in connection with the Collateral or in defending against any defense, cause of action, counterclaim, setoff or crossclaim based on any act or commission or omission by the Bank with respect to this Note or any other of the Obligations or Collateral, or both, promptly on demand of Bank or other person paying or incurring the same.

The Bank may at any time transfer this Note and Bank's rights in any or all of the Collateral, and Bank thereafter shall be relieved from all liability with respect to such Collateral.

TO INDUCE THE BANK TO MAKE THE LOAN EVIDENCED BY THIS NOTE, THE MAKER (AND EACH OF ONE THEM, IF MORE THAN ONE) IRREVOCABLY

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AGREES THAT, ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS NOTE OR ANY OTHER AGREEMENT WITH THE BANK, OR THE COLLATERAL, SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS, AND THE MAKER (OR ANY, IF MORE THAN ONE) HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING ITS SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON FORUM NONCONVENIENS, AND THE MAKER (OR ANY, IF MORE THAN ONE) HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE MAKER AT THE ADDRESS INDICATED IN THE BANK'S RECORDS IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE. FURTHERMORE, THE MAKER, AND EACH ONE OF THEM, WAIVE ALL NOTICES AND DEMANDS IN CONNECTION WITH THE ENFORCEMENT OF BANK'S RIGHTS HEREUNDER, AND HEREBY CONSENT TO, AND WAIVE NOTICE OF THE RELEASE WITH OR WITHOUT CONSIDERATION OF ANY OF THE MAKER OR OF ANY COLLATERAL.

No action shall be commenced by the Maker for any claim against the Bank under the Obligations as herein defined unless a written notice specifically setting forth said claim shall have been given to the Bank within thirty (30) days after the occurrence of the event which the Maker alleges gave rise thereto. Failure to give such notice shall constitute a waiver of any such claim.

The loan evidenced hereby has been made and this Note has been delivered at the Bank's main office. This Note shall be governed and construed in accordance with the laws of the State of Illinois, in which state it shall be performed, and shall be binding upon the Maker, and each one of them, and their respective heirs, legal representatives, successors and assigns. If this Note contains any blanks when executed by the Maker, or any one of them, the Bank is hereby authorized, without notice to the Maker, or any one of them, to complete any such blanks according to the terms upon which the loan or loans were granted. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Note. If more than one party shall execute this Note, the term "Maker" as used herein shall mean all parties signing this Note, and each one of them, and all such parties, their respective heirs, executors, administrators, successors and assigns, shall be, jointly and severally, obligated hereunder.

If the Maker is a corporation, the Maker represents and warrants to Bank that the execution and delivery of this Note has been duly authorized by resolutions heretofore adopted by its Board of Directors and Shareholders in accordance with law and its bylaws, that said resolutions have not been amended nor rescinded, are in full force and effect and that the officer or officers executing and delivering this Note for and on behalf of the Maker, is/are duly

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authorized so to act. Bank, in extending financial accommodations to the Maker, is expressly acting and relying upon the aforesaid representations and warranties.

The Maker Guarantor shall provide the Bank (i) within one hundred twenty (120) days of the end of each calendar year, a personal financial statement and a federal tax return of Wayne P. Filosa, and (ii) within thirty (30) days of the end of each calendar quarter, a detailed rent roll for the property commonly known as 10513-10515 West Grand Avenue, Franklin Park, Illinois.

The Maker, and each one of them (if more than one), acknowledge and agree that the lending relationship hereby created with the Bank is and has been conducted on an open and arm's length basis in which no fiduciary relationship exists and that the Maker, and each one of them (if more than one), has not relied and is not relying on any such fiduciary relationship in consummating the loan(s) evidenced by this Note.

As used herein, all provisions shall include the masculine, feminine, neuter, singular and plural thereof, wherever the context and facts require such construction and in particular the word "Maker" shall be so construed.

This Note is issued in substitution and replacement of, but not in repayment of that certain \$1,250,000 Master Revolving Note of the Maker payable to the order of the Bank dated as of March 31, 1997, and is not and shall not be construed as a novation therefor.

IN WITNESS WHEREOF, each of the Maker, if more than one, has executed this Note on the date above set forth.

American National Bank & Trust Company of Chicago
as trustee under trust no. 1217

By: _____

Its: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared _____ and _____, known to me to be the _____ President and _____ Secretary of American National Bank & Trust Company of Chicago, and acknowledged to me that he/she (they) executed and delivered the above and foregoing Note as his/her (their) free and voluntary act, for the uses and purposes set forth in said Note.

GIVEN under my hand and notarial seal this ____ day of _____, 19__.

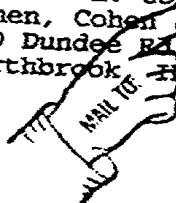
Notary Public

My Commission Expires:

65449-2

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_____, Esq.
Cohen, Cohen & Salk, P.C.
630 Dundee Rd, Suite 120
Northbrook, IL 60062



. DEPT-01 RECORDING \$37.30
. T#0011 TRAN 7559 05/10/97 08:55:00
. #2437 # KP *-97-410113
. COOK COUNTY RECORDER

RE: TITLE SERVICES # 500800

FIFTH MODIFICATION AGREEMENT

37.50

This Modification Agreement (this "Agreement") is entered into as of May 31, 1997 between RILEY AND GEEHR, INC., an Illinois corporation ("Mortgagor"), with a mailing address at 2205 Lee Street, Evanston, Illinois 60202, and LASALLE BANK ILLINOIS, f/k/a Comerica Bank-Illinois, an Illinois state banking corporation with

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