

After recording, mail to:
The First National Bank of Chicago
1048 West Lake Street
Oak Park, Illinois 60301
Attn: Commercial Real Estate Loan Dept.

75-42 726 W
171

LOAN MODIFICATION AGREEMENT

9 X 1 Sub

DATE: September 11, 1997

WHEREAS LEON J. HARRIS and THERESE HARRIS (collectively "Borrower"), jointly and severally if more than one, are justly indebted to THE FIRST NATIONAL BANK OF CHICAGO ("Lender"), having its principal office in Chicago, Illinois, under its loan No. 3675749926-34, originally in the sum of Two Hundred Ninety Five Thousand and 10/100 Dollars (\$295,000.00) as established by a certain Multiple Advance (Grid) Note dated February 19, 1995 made by the Borrower to the Bank and modified by a certain Multiple Advance Demand Note dated February 15, 1995, and modified by a certain Multiple Advance Demand Note dated April 15, 1996 and modified by a certain Multiple Advance Demand Note dated September 11, 1996 in the amount of \$597,000.00 (collectively "the Note"), and a certain Mortgage, Security Agreement and Assignment of Leases and Rentals dated February 19, 1995 made by American National Bank and Trust Company of Chicago, successor trustee to First Chicago Trust Company of Illinois, as Trustee under a Trust Agreement dated July 18, 1986 and known as Trust No. 25-7890, (as to Parcel 1) and American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated January 13, 1993 and known as Trust No. RV-011959 (as to Parcel 2) ("Security Documents"); and the Mortgage recorded on February 23, 1995 in the Office of the Recorder of Deeds/Registrar of Titles of Cook County, Illinois, as Document No. 95125638, against the property legally described on Exhibit B attached hereto:

and hereby referred to as part of this Agreement;

WHEREAS, the undersigned does hereby request this Loan Modification Agreement.

NOW, THEREFORE, it is hereby agreed by the parties hereto that the Note is hereby modified and amended in its entirety by the Revolving Demand Note of even date herewith in the amount of \$597,000.00 (the "Revised Note"), a copy of which is attached hereto as Exhibit A. The undersigned hereby promises to pay to indebtedness in accordance with the terms of the Revised Note. The Mortgage and all security documents ("Security Documents") are hereby modified and amended to secure the Revised Note and any extensions, renewals or modifications thereof. All references to the Note in the Security Documents are modified and amended to refer to the Revised Note in place of the Note.

BOX 333-CTI

Clerk's Office

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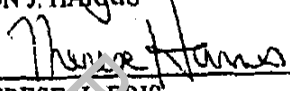
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01-12-2000

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In all other respects said Mortgage and Security Documents shall remain in full force and effect and the undersigned, his or their heirs, assigns and representatives, shall be obligated to pay the same.

BORROWER:


LEON J. HARRIS

THERESE HARRIS

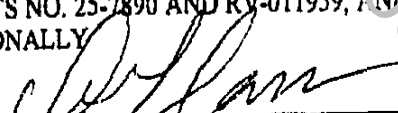
LENDER:

THE FIRST NATIONAL BANK OF CHICAGO

BY: 
ITS: Vice President

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, AS TRUSTEE AS AFORESAID UNDER
TRUSTS NO. 25-7890 AND RV-011959, AND NOT
PERSONALLY

BY: 
ITS: Assistant Vice 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.

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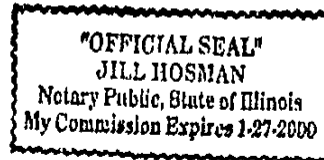
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that LEON J. HARRIS, 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of OCTOBER, 1997.

My Commission Expires:

Jill Hosman
Notary Public



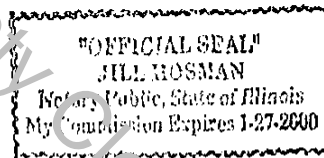
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that THERESE HARRIS, 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 she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of OCTOBER, 1997.

My Commission Expires:

Jill Hosman
Notary Public



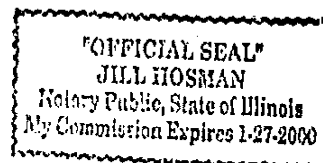
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that WAYNE E WILCZAK, of THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of OCTOBER, 1997.

My Commission Expires:

Jill Hosman
Notary Public



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EXHIBIT A

REVOLVING DEMAND NOTE (Revised Note)

Amount: \$597,000.00

Date: September 11, 1997

FOR VALUE RECEIVED, LEON J. HARRIS AND THERESE HARRIS (the "Borrower") (jointly and severally if more than one), promises to pay to the order of The First National Bank of Chicago (the "Bank") at its office in Chicago, Illinois on demand the principal amount of Five Hundred Ninety Seven Thousand and no/100 Dollars (\$597,000.00) or such other amount as may be advanced from time to time to the Borrower. The term "Borrower" includes any endorser, surety or guarantor of this Note.

The aggregate principal amount advanced to the Borrower, or any part thereof, and interest thereon calculated as hereinafter provided may be paid by the Borrower to the Bank in immediately available funds at any time before demand but, if not sooner paid, shall be due and payable in full with interest on demand, or if no demand has been made, on November 11, 1997. Until November 11, 1997, the Borrower may borrow, repay and re-borrow under this Note.

Loans hereunder shall bear interest at a rate equal to one (1.0%) percent per annum in excess of the corporate base rate of interest announced by The First National Bank of Chicago from time to time (the "Corporate Base Rate"), changing when and as such Corporate Base Rate changes.

Interest shall be payable monthly beginning October 1, 1997, and on demand.

After demand or upon an event of default, interest shall accrue at the rate of 3.0% per annum in excess of the rate which would have been in effect according to the terms of this Note, until fully paid. Interest will be computed on the basis of a 360-day year and will be charged for the actual number of days elapsed. The Borrower agrees to pay reasonable attorneys' fees, costs and expenses incurred by the Bank in the collection and enforcement of this Note.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of principal and interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a "Late Charge" of five (5%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

Notwithstanding the above provision as to interest payable, under no circumstances will interest accrue or be payable at a rate in excess of the maximum rate allowed by the laws of the state which govern this loan, which is Illinois, unless otherwise specifically agreed in writing. If the Bank has collected interest in excess of such maximum rate, the Borrower's only remedy will be that the Bank will apply such excess interest as a full or partial prepayment of the unpaid balance of the principal amount to the extent of the unpaid principal balance and refund any additional excess amount to the Borrower.

Any person authorized to borrow on behalf of the Borrower as designated by Borrower herein (an "authorized person") may request a loan hereunder by telephone or telex. The Borrower agrees that, in implementing this arrangement, the Bank is authorized to honor requests which it believes, in good faith, to emanate from an authorized person acting pursuant to this Note, whether in fact that be the case or not. If the Bank requests a written confirmation, the Borrower will confirm the terms of each loan so requested by mailing a confirmation letter to the Bank signed by any authorized person. If the Bank elects to confirm the terms of a loan to the Borrower, the Borrower will notify the Bank in writing within 10 days after the Borrower's receipt of such confirmation if it believes such confirmation to be inaccurate, and the Borrower hereby waives any right to contest the accuracy of such confirmation after such 10-day period.

The Borrower hereby authorizes the Bank to record loans, maturities, repayments, interest rates and payment dates on the schedule on the reverse side of this Note or otherwise in accordance with the Bank's usual practice. The obligation of the Borrower to repay each loan made hereunder shall be absolute and unconditional notwithstanding any failure of the Bank to enter such amounts on such schedule or to receive written confirmation of the transaction from the Borrower and, in the event of disagreement as to the terms of a transaction, the Bank's records shall govern, absent manifest error. The Borrower hereby authorizes the Bank to

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deposit the proceeds of loans to, and to charge payments of principal and interest against, the Borrower's deposit account with the Bank or to otherwise disburse proceeds hereunder as directed by the Borrower.

The Bank may elect to sell participations in or assign its rights under loans made hereunder. The Borrower hereby authorizes the Bank to disclose information relating to the financial condition or operations of the Borrower to any purchaser or prospective purchaser of an interest in any loan made hereunder and to any affiliate of the Bank. The Borrower agrees that if it fails to pay any loan when due, any purchaser of an interest in such loan shall be entitled to seek enforcement of this Note if the purchaser is permitted to do so pursuant to the terms of the participation agreement between the Bank and such purchaser.

Nothing in this Note shall constitute a commitment to make loans to the Borrower.

This Note and any renewals and extensions hereof and any other liabilities and obligations of the undersigned to the Bank are secured pursuant to the below described agreements as each such agreement may be amended, modified or restated from time to time hereafter:

100% of the beneficial interest in American National Bank and Trust Company of Chicago Trust No. 25-7890 U/T/A dated July 18, 1986 as evidenced by an Assignment under Land Trust dated February 19, 1995; 100% of the beneficial interest in American National Bank and Trust Company of Chicago Trust No. RV-011959 U/T/A dated January 13, 1993 as evidenced by an Assignment under Land Trust dated February 19, 1995; a certain Mortgage, Security Agreement and Assignment of Leases and Rentals dated February 19, 1995 and recorded as Document Number 95125639 in the Cook County Recorder's office on properties located at 2632 North Lincoln Avenue, Chicago, Illinois and 4450-52 North Winchester Avenue/1947-55 West Sunnyside Avenue, Chicago, Illinois, as modified by a Loan Modification Agreement of even date herewith; and any and all other agreements whether now or hereafter entered into between the undersigned and the Bank. All of the terms and conditions of said Mortgage, Security Agreement and Assignment of Leases and Rentals and Loan Modification Agreement are incorporated herein and made a part hereof.

The Bank may, at any time or times hereafter, without notice, appropriate and apply toward the payment of this Note, whether due or not, any moneys, credits or other property belonging to the Borrower, or any one or more of them, in the possession or under the control of the Bank, as well as any indebtedness (whether then due or not then due) of the Bank to any one or more of the Borrower, however created or arising, including, but without limitation, any and all balances, credits, deposits, accounts, or moneys of any one or more of the Borrower; and the Bank is hereby given a first and prior lien upon such moneys, credits, indebtedness and other property; and the Bank may exercise none or any one or more of the foregoing options.

The Bank shall have the exclusive right to determine how, when and what applications of payments made by the Borrower or credits accruing to the Borrower shall be made on this Note or any other indebtedness of the Borrower to the Bank.

No right or remedy granted to the Bank herein shall affect or diminish any right or remedy granted to the Bank in any security agreement, mortgage, trust deed or other instrument executed by the Borrower or any other person relating to any collateral securing these obligations. All rights and remedies of the the Bank, whether provided for herein or conferred by law, are cumulative and concurrent and the exercise of any one or more of them shall not preclude the simultaneous or later exercise by the Bank of any or all other rights, powers or remedies.

Defaults. This Note and all installments hereof shall, at the option of the Bank (and automatically in the case of clause (c) below), immediately mature and become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, upon the occurrence of any one or more of the following events:

- (a) Any representation or warranty in connection with this Note shall be materially false as of the date on which made.
- (b) Any installment of interest or principal of this Note or of any other debt owing by the Borrower shall not be paid when due.
- (c) The Borrower shall fail to comply with any provision of this Note, which failure is not remedied within 10 days after receipt of written notice from the Bank.

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- (d) Any individual guarantor of the indebtedness represented hereby shall die or any corporate guarantor shall fail to maintain its corporate existence.
- (e) The Borrower or any guarantor of the indebtedness represented hereby shall have an order for relief entered with respect to it under the Federal Bankruptcy Code similar state law or be adjudicated a bankrupt or an insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of its creditors; or the Borrower or any such guarantor shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower or any such guarantor, as the case may be, and such appointment shall continue undischarged for a period of 60 days; or the Borrower or any such guarantor shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Borrower or any such guarantor and shall remain undismissed for a period of 60 days; or the Borrower or any such guarantor shall fail to pay or otherwise discharge any one or more judgments or attachments against any one or more of them.

Each Borrower, endorser and guarantor waives presentment, demand, notice of dishonor, protest and all other notices and demands in connection with the enforcement of the Bank's rights hereunder, and hereby consents to, and waives notice of, (i) any renewals, extensions and modifications hereof and (ii) the release with or without consideration of any of the Borrower, any guarantor or any collateral. Any failure of the Bank to exercise any right available hereunder or otherwise shall not be construed as a waiver of the right to exercise the same or any other rights at any other time. No waiver by the Bank of any default shall be effective unless made in writing nor operate as a waiver of any other or future default. The validity and construction of this Note shall be governed by the internal law (and not the law of conflicts) of the State of Illinois. The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any United States federal or Illinois state court sitting in Chicago in any action arising out of or relating to this Note and the Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court.

The Borrower (jointly and severally if more than one) hereby irrevocably authorizes any attorney of any court of record to appear for any one or more of them, or all of them, in such court at any time after this Note becomes due, whether by acceleration or otherwise and confess a judgment without process in favor of the Bank or any other holder of this Note for the amount then due hereon, together with costs of collection and reasonable attorneys' fees, and to release and waive all errors that may intervene and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. **THE BORROWER HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING HEREUNDER.**

This Note is a renewal of and is in substitution for that certain Multiple Advance Demand Note dated September 11, 1996 in the original principal amount of \$597,000.00 from Borrower to the Bank ("the Prior Note"), and re-evidences the amount outstanding previously evidenced by the Prior Note. This Note is not a repayment or novation of the Prior Note.

The Bank may transfer this Note to any assignee, and in that event, the "Bank" will refer to the assignee, but the term "endorser" as used herein does not refer to the Bank.

If any part of this Note shall be adjudged invalid or unenforceable, then such partial invalidity or unenforceability shall not cause the remainder of the Note to be or to become invalid or unenforceable, and if any provision hereof is held invalid or unenforceable in one or more of its applications, the parties hereto agree that said provision shall remain in effect in all valid or enforceable applications that are severable from the invalid or unenforceable application or applications.

The use of the singular herein may also refer to the plural, and vice-versa, and the uses of the neuter or any gender shall be applicable to any other gender or neuter.



The Borrower represents that this loan is made solely to acquire or carry on a business or commercial enterprise of Borrower.

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IN WITNESS WHEREOF, the Borrower has executed this Note on the date first set forth above.


LEON J. HARRIS

THERESE HARRIS

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EXHIBIT B

LEGAL DESCRIPTION:

PARCEL 1:

LOT 12 IN BLOCK 1 IN THE SUBDIVISION BY WILLIAM LILL AND THE HEIRS OF MICHAEL DIVERSEY OF OUTLOT OR BLOCK 12 IN THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2632 NORTH LINCOLN AVENUE, CHICAGO, ILLINOIS

P.I.N.: 14-29-410-013-0000

PARCEL 2:

LOTS 1 AND 2 IN BLOCK 16 IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4550-52 NORTH WINCHESTER AVENUE/1947-55 WEST SUNNYSIDE AVENUE, CHICAGO, ILLINOIS

P.I.N. 14-18-218-012-0000

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