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COOK COUNTY RECORDER

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LOAN MODIFICATION AGREEMENT

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THIS LOAN MODIFICATION AGREEMENT (the "Agreement") is made as of this 20th day of February, 1997, by and among the following parties:

INTERNATIONAL COMMERCIAL BANK OF CHINA, CHICAGO BRANCH ("Lender"),

SOUTH ARCHER ASSOCIATES, an Illinois general partnership ("Beneficiary"),

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee ("Trustee") under Trust Agreement dated June 1, 1987 and known as Trust No. 102798-00 ("Trust") (Beneficiary and Trustee are collectively referred to herein as "Borrower") and

ERIC Y. CHANG, RAYMOND CHIN, ZHENG-GANG GUO and YILI KAY WU (collectively, "Guarantor"),

under the following circumstances:

Recitals

A. Borrower executed and delivered to Lender a certain Promissory Note dated as of August 20, 1992 (the "Note"), payable to the order of Lender in the original principal sum of One Million Four Hundred Thousand Dollars (US\$1,400,000) (the "Loan Amount") with interest and principal payable as therein provided, originally maturing on September 1, 1997 (the "Maturity Date"), evidencing a loan made by Lender to Borrower (the "Loan").

B. The Loan is secured by, among other things, the following:

Lawyers Title Insurance Corporation

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(i) Mortgage dated August 20, 1992 and recorded with the Recorder of Deeds of Cook County on September 2, 1992 as document number 92653789, encumbering the real estate described in Exhibit A attached hereto and made a part hereof (the "Premises"),

(ii) Assignment of Rents and Leases dated August 20, 1992 and recorded with the Recorder of Deeds of Cook County on September 2, 1992 as document number 92653790 encumbering the Premises ("Assignment of Rents and Leases"),

(iii) Assignment of Beneficial Interest Under Land Trust for Collateral Purposes dated August 20, 1992 encumbering the Trust ("ABI"),

(iv) Environmental Indemnity Agreement dated August 20, 1992 ("Environmental Indemnity"), and

(v) Security Agreement dated August 20, 1992 ("Security Agreement").

C. The Guarantor and others executed a Guaranty with respect to the Loan dated as of August 20, 1992 (the "Guaranty") (all loan documents, including without limitation, the Note, the Mortgage and the other documents described in Recital B above, and the Guaranty, are collectively referred to herein as the "Loan Documents").

D. Lender and Borrower desire to increase the total amount of the Loan from \$1,400,000 to \$1,500,000, extend the term of the Loan, restructure the terms of repayment and otherwise modify the Loan as provided herein.

E. Lender and Borrower have entered into this Agreement to reflect such modifications.

Agreements

NOW, THEREFORE, for and in consideration of the Recitals, which are made a part of this Agreement by this reference, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein which are not otherwise defined shall have the meanings given them in the Loan Documents.

2. **Modification of the Note.** The Note is hereby amended as follows:

A. The Loan Amount shall be increased by One Hundred Thousand Dollars (\$100,000), from One Million Four Hundred Thousand Dollars (US\$1,400,000) to One Million Five Hundred Thousand Dollars (US\$1,500,000).

B. The Maturity Date is hereby extended to February 1, 2002.

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C. The Loan Amount, if not sooner paid, shall be due and payable in accordance with the following payment schedule:

(i) Three Hundred Thousand Dollars (US\$300,000) of the Loan Amount shall be paid to Lender in equal monthly installments each in the amount of Five Thousand Dollars (US\$5,000) over a sixty (60) consecutive month period on or before the first day of each calendar month from March 1, 1997 through and including February 1, 2002, and

(ii) The balance of the Loan Amount, One Million Two Hundred Thousand Dollars (US\$1,200,000), shall also be due and payable on or before February 1, 2002.

D. Interest on the principal balance of the Loan Amount outstanding from time to time shall be decreased by one-quarter of one percent (00.25%), from one and one-quarter percent (1.25%) to one percent (1.00%) above the Prime Rate.

3. **Modification of the Mortgage.** The Mortgage is hereby amended as follows: the Loan Amount under the Note is increased to One Million Five Hundred Thousand Dollars (US\$1,500,000), the Maturity Date upon which the final payment of the principal balance of the Loan, together with any accrued and unpaid interest, is due and payable is extended to February 1, 2002 and the Loan is further amended as provided in Section 2 above.

4. **Modification of the Security Agreement.** The Security Agreement is hereby amended as follows: the Loan Amount under the Note is increased to One Million Five Hundred Thousand Dollars (US\$1,500,000), the Maturity Date upon which the final payment of the principal balance of the Loan, together with any accrued and unpaid interest, is due and payable is extended to February 1, 2002 and the Loan is further amended as provided in Section 2 above.

5. **Modification of the Assignment of Rents and Leases.** The Assignment of Rents and Leases is hereby amended as follows: the Loan Amount under the Note is increased to One Million Five Hundred Thousand Dollars (US\$1,500,000), the Maturity Date upon which the final payment of the principal balance of the Loan, together with any accrued and unpaid interest, is due and payable is extended to February 1, 2002 and the Loan is further amended as provided in Section 2 above.

6. **Modification of the ABI.** The ABI is hereby amended as follows: the Loan Amount under the Note is increased to One Million Five Hundred Thousand Dollars (US\$1,500,000), the Maturity Date upon which the final payment of the principal balance of the Loan, together with any accrued and unpaid interest, is due and payable is extended to February 1, 2002 and the Loan is further amended as provided in Section 2 above.

7. **Modification of the Environmental Indemnity.** The Environmental Indemnity is hereby amended as follows: the Loan Amount under the Note is increased to One Million Five Hundred Thousand Dollars (US\$1,500,000), the Maturity Date upon which the final payment of the principal balance of the Loan, together with any accrued and unpaid interest, is due and payable is extended to February 1, 2002 and the Loan is further amended as provided in Section 2 above.

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8. **Loan Fee.** Contemporaneously with the execution and delivery hereof, Borrower shall pay to Lender a loan fee in the amount of Eleven Thousand Two Hundred Fifty Dollars (US\$11,250).

9. **Payment of Costs and Expenses.** Contemporaneously with the execution and delivery hereof, Borrower shall pay to Lender all costs and expenses incurred by Lender in connection with the Loan and incident to the preparation hereof and the consummation of the transactions specified herein, including any appraisals, recording and filing charges, fees for the issuance of an endorsement to the Lender's title insurance policy now insuring the lien of the Mortgage, which endorsement must be in form and substance acceptable to Lender, and Lender's attorney's fees and expenses.

10. **Deliveries.** In connection with the execution and delivery of this Agreement, the Borrower shall concurrently deliver to Lender, in form, substance and execution satisfactory to Lender, all documents or instruments reasonably required by Lender in connection with this Agreement.

11. **Guaranty.** Guarantor, by execution of this Agreement, hereby consents to and joins in this Agreement and hereby declares and agrees with Lender that (i) the Guarantor absolutely, unconditionally and irrevocably guarantees to Lender the payment of all debts, liabilities and obligations of Borrower under the Loan Documents and the performance of all obligations, duties and agreements of Borrower under the Loan Documents, (ii) the Guaranty is an absolute, present and continuing guaranty of payment and performance and not of collection, (iii) Guarantor waives all notices and demands and any defense, right of setoff or claim against the Borrower and (iv) the Guaranty is hereby ratified, confirmed and reaffirmed in all respects; provided, however, that the following persons are hereby released from any obligations arising under the Guaranty from and after the date hereof: Michael W. Wu, Frank T.Y. Feng, Ju-Hsuan W. Lin, Linchih Oliver Liu, Wan C. Wang, Edward G. Tom, Kenneth Yue, Po-Wen Hung, Chiu-Lien Hsu, Leslie S. Moy, Pen-Jung Tsung and Sam Chau.

12. **Further Assurances.** Borrower and Guarantor, upon request from Lender, agree to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Loan evidenced by the Note.

13. **Full Force and Effect.** Except as expressly hereby amended, the terms and provisions of the Loan Documents shall remain in full force and effect. Lender and Borrower each hereby reaffirms and remakes its respective agreements, covenants, representations and warranties contained in the Loan Documents, as amended hereby.

14. **Validity of Liens; No Offsets, Etc.** Borrower hereby acknowledges that the liens and security interests created and evidenced by the Mortgage are valid and subsisting and further acknowledges and agrees that there are no offsets, claims or defenses to the Note or the Mortgage or other Loan Documents.

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15. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

16. **Precedence.** In the event of any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Loan Documents, the provisions contained in this Agreement shall govern and prevail in all respects.

17. **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

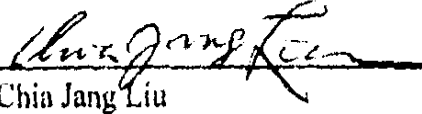
18. **Authority.** Each individual executing this Agreement on behalf of Beneficiary represents and warrants to Lender that he has full power and authority to execute this Agreement on behalf of Beneficiary, that he is acting within the scope of his authority and agrees to indemnify and hold Lender harmless from and against any claims, losses or damages relating to any lack of such authority.

19. **Trustee's Exculpation.** This Agreement is executed by Trustee, not personally, but as Trustee aforesaid, and all of the terms, provisions and conditions to be performed hereunder by said Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against Trustee by reason thereof; provided, however, that nothing herein shall modify or discharge the personal liability and responsibility of Beneficiary or Guarantor or of any other person or entity in connection herewith.

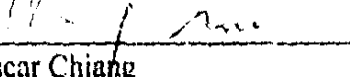
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

LENDER:

International Commercial Bank of China

By: 
Chia Jang Liu
Its: Vice President
and General Manager

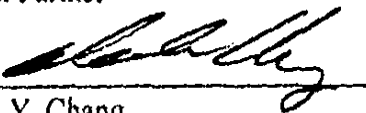
ATTEST:

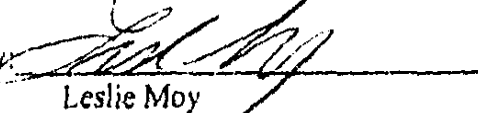
By: 
Oscar Chiang
Its: Manager

BORROWER:

South Archer Associates,
an Illinois general partnership

By: 
Raymond Chin
Its: General Partner

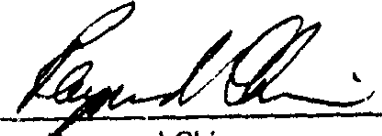
By: 
Eric Y. Chang
Its: General Partner

By: 
Leslie Moy
Its: General Partner

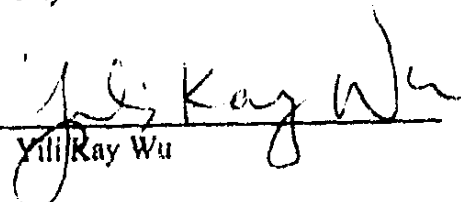
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GUARANTOR:


Eric Y. Chang

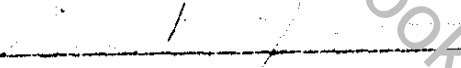

Raymond Chin


Zheng-Gang Guo


Yili Kay Wu

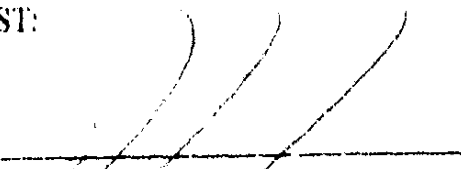
TRUSTEE:

American National Bank and Trust
Company of Chicago,
as Trustee as aforesaid

By: 

Its: Trust Officer

ATTEST:

By: 

Its: Notary Public

This instrument was prepared by,
and when recorded return to:

Bell, Boyd & Lloyd
Attn: Gregory R. Andre, Esq.
70 W. Madison Street, Suite 3300
Chicago, Illinois 60602-4207



92-03323

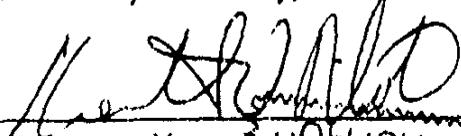
Owners Title Insurance Corporation

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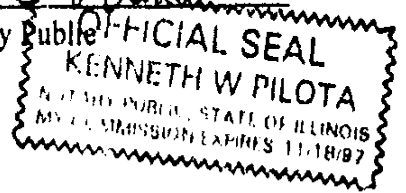
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Kenneth W. Pilota, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Eric Y. Chang, Raymond Chin, Zheng-Gang Guo and Yili Kay Wu who are 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 they signed, sealed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of this 20th day of February, 1997.



Notary Public



My commission expires _____

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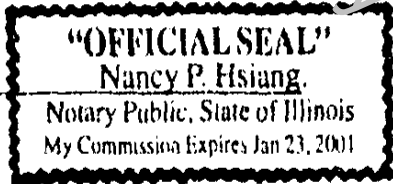
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, NANCY P. HSIANG, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Chia Jang Liu, Vice President and General Manager of INTERNATIONAL COMMERCIAL BANK OF CHINA and Oscar Chiang, Manager of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and General Manager and Manager, 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 Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal as of this ^{20th} day of ^{MARCH} ~~February~~, 1997.

Nancy P. Hsiang
Notary Public

My commission expires _____



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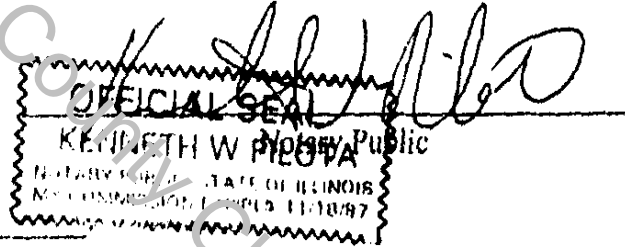
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kenneth W. Pilota, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Raymond Chin, Eric Y. Chang and Leslie Moy, personally known to me to be the general partners of SOUTH ARCHER ASSOCIATES, an Illinois general partnership, and 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 they signed and delivered the said instrument as the general partners of said partnership, pursuant to authority given by said partnership, as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal as of this 20th day of February, 1997.



My commission expires _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, BRIAN T. HOSEY, a Notary Public in and for said County and State
aforesaid, DO HEREBY CERTIFY, that ELLEN F. NEARY,

Trust Officer, of AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, AS TRUSTEE as nforesaid, and

GREGORY S. KASPRZYK ASSISTANT SECRETARY of said Bank, who

are personally known to me to be the same persons whose names 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 Bank for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal as of this ^{MAR 13 1997} ~~20th~~ day of February, 1997.

Brian T. Hosey
Notary Public

My commission expires _____



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Exhibit "A"
to
Loan Modification Agreement

Legal Description

Lots 6, 7, 8, 9 and 10 in the Subdivision of Lots 2, 3, 4 and 5 in Block 45 in the Canal Trustees' New Subdivision of the East Fraction of the Southeast 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17-21-420-012
17-21-420-013
17-21-420-114

Common Address: 2131 South Archer Avenue
Chicago, Illinois

97205018