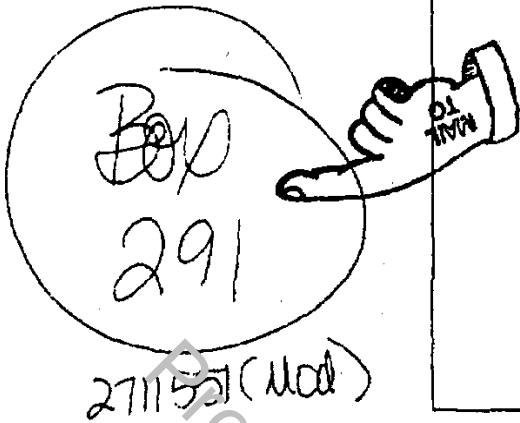


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1998-10-08 12:35:11  
Cook County Recorder 29.00

CHARLENE MADURA  
FIRST BANK AND TRUST COMPANY  
300 E. Northwest Highway  
Palatine, IL 60067



COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

MODIFICATION AGREEMENT

THIS AGREEMENT, dated this 29TH day of SEPTEMBER, 1998, but with an effective date of OCTOBER 1, 1998, by and between WARREN MCCELWAIN, an individual and as president and RUSSELL MCCELWAIN, an individual and as vice-president, jointly and severally, (referred to herein as "BORROWER" whether singular or plural), and FIRST BANK AND TRUST COMPANY OF ILLINOIS, (hereinafter referred to as the "BANK").

WITNESSETH:

WHEREAS, BORROWER executed and delivered to the BANK, a Mortgage Note (hereinafter referred to as "NOTE") dated AUGUST 31, 1998 in the amount of \$1,200,000 with a maturity date of MARCH 1, 1999.

WHEREAS, BORROWER executed and delivered to the BANK a FIRST mortgage (hereinafter referred to as "MORTGAGE") dated AUGUST 31, 1998 securing the NOTE and conveying and mortgaging real estate located in COOK County, State of ILLINOIS, legally described as follows:

SHE LEGAL DESCRIPTION EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

COMMONLY KNOWN AS: LOTS BETWEEN GROVE & FORHST AVENUES, PALATINE, ILLINOIS 60067  
P.I.N.: 02-09-312-004-0000

said MORTGAGE being recorded in the Recorder's/Registrar's Office of COOK County, Illinois, on August 31, 1998 as Document Number 98823681.

WHEREAS, the BANK represents that it is the owner and holder of the NOTE.

WHEREAS, the MORTGAGE represents a FIRST mortgage upon the real estate located at 1055 N. GROVE AVENUE, PALATINE, ILLINOIS 60067.

WHEREAS, the BORROWER certifies that it is the owner of the said real estate and that there are no liens or encumbrances (except for real estate taxes not due), or other mortgages on the real estate and improvements, except in favor of the Bank.

WHEREAS, BORROWER and LENDER agree to modify the mortgage to include the property located at 1055 N. GROVE AVENUE, PALATINE, ILLINOIS 60067.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

15 NM

1. BORROWER agrees to provide Bank its currently dated financial statement on each anniversary date of this Note as well as upon request by Bank. Each financial statement provided by BORROWER shall be signed and currently dated by BORROWER and certified by BORROWER to Bank to be a true and correct financial statement. BORROWER further acknowledges that its failure to timely deliver its financial statement shall constitute a default pursuant to the terms of the Note and other loan documents which shall cause interest to accrue at the default rate from the due date of the financial statement through the date said financial statement is delivered to and received by Bank. BORROWER authorizes Bank to order any credit reports and other information that Bank deems necessary to perform its periodic credit reviews. BORROWER agrees to pay Bank an annual fee of \$250, plus costs, including the cost of credit reports and other information, for and in connection with its periodic credit reviews and further authorizes Bank to add said fee and costs to its loan.

2. Whenever the context of this MODIFICATION AGREEMENT or any of the other loan documents including, but not limited to, the NOTE AND MORTGAGE so requires, the singular number shall include the plural number and vice versa, and any gender shall be deemed to include the feminine, masculine or neutral gender.

3. In the event any Liabilities are not paid to BANK when due, all Liabilities outstanding will accrue interest, from such due date until such overdue amount is paid, at the rate of twenty-four (24%) annum, calculated on the basis of a 360-day year and actual days elapsed. All payments hereunder shall be made to BANK at its place of business, 300 E. Northwest Highway, Joliet, Illinois. Any payments received will be applied first to any costs and expenses due hereunder, second to any interest then due, third to any principal then due, fourth to any interest accrued but not then due and the remainder to any principal outstanding.

4. That the BANK agrees on behalf of itself and of any subsequent holder to mark the NOTE so as to reflect the terms of this Agreement before transferring or negotiating the same.

5. That the BORROWER hereby agrees that the lien of the said MORTGAGE shall secure the NOTE as hereby amended to the same extent as if the NOTE as amended were set forth and described in said MORTGAGE.

6. That both parties hereto further mutually agree that all of the terms, provisions, stipulations, powers, and covenants in the said NOTE AND MORTGAGE shall stand and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by this Agreement.

7. That this Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

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

BANK:

BORROWER:

FIRST BANK AND TRUST COMPANY OF ILLINOIS

By: [Signature]  
WARREN MCELWAIN, PRESIDENT

By: [Signature]  
RUSSELL MCELWAIN, VICE-PRESIDENT

By: [Signature]  
WARREN MCELWAIN, INDIVIDUALLY

By: [Signature]  
RUSSELL MCELWAIN, INDIVIDUALLY

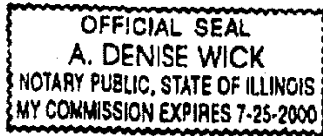
By: [Signature]  
MICHAEL C. WINTER, PRESIDENT

Attest: [Signature]  
CARL R. RATH, ASSISTANT VICE-PRESIDENT

STATE OF ILLINOIS  
COUNTY OF COOK

I, A. Denise Wick, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Warren McElwain & Russell McElwain personally known to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 29<sup>th</sup> day of September, 1998.  
A. Denise Wick  
NOTARY PUBLIC



STATE OF ILLINOIS  
COUNTY OF COOK

I, A. Denise Wick, a Notary Public, in and for said County, do hereby certify that Michael C. Winter ~~President~~ President of the first Bank and Trust Company of Illinois and Carl R. Rath, ASSISTANT VICE PRESIDENT 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 ASSISTANT VICE PRESIDENT 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 of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT VICE PRESIDENT then and there acknowledged that they, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as their own free and voluntary act of said Bank as Trustee, aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of September, 1998.  
A. Denise Wick  
NOTARY PUBLIC

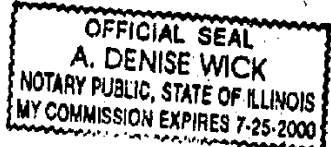


EXHIBIT "A"

LEGAL DESCRIPTION:

THE NORTH 150.0 FEET OF THE SOUTH 450.0 FEET OF BLOCK 21 IN PERCY WILSON'S FOREST VIEW HIGHLAND, A SUBDIVISION OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1926 AS DOCUMENT 9349772 IN COOK COUNTY, ILLINOIS.

PIN #: 02-09-312-004-0000

Property of Cook County Clerk's Office

EXHIBIT "B"

BLOCK 21, EXCEPT THE SOUTH 300 FEET THEREOF, IN PERCY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST ½ OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1926 AS DOCUMENT 9349772, IN COOK COUNTY, ILLINOIS.

PIN #: 02-09-312-005-0000

PROPERTY ADDRESS: 1055 N. GROVE AVENUE, PALATINE, ILLINOIS 60067

Property of Cook County Clerk's Office