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and hereby referred to as part of this Agreement, and;

WHEREAS, the Borrower, and Alfred M. Klairmont and Robert W. Klairmont (the "Guarantors") do 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 Term Loan Note of even date herewith in the amount of \$349,316.48 ("Revised Note"), a copy of which is attached hereto as Exhibit A. The undersigned hereby promises to pay the indebtedness with interest at the rate in accordance with the terms provided in 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.

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.

BORROWERS:

THE KLAIRMONT FAMILY, L.L.C., an Illinois limited liability company

By: Alfred M. Klairmont
Alfred M. Klairmont
Its: Managing Member

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the express of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, covenants, conditions, terms, conditions, undertakings and agreements herein contained 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.

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

By: [Signature]
Its: AVP

GUARANTORS:

Alfred M. Klairmont
Alfred M. Klairmont

Robert W. Klairmont
Robert W. Klairmont

LENDER:

THE FIRST NATIONAL BANK OF CHICAGO

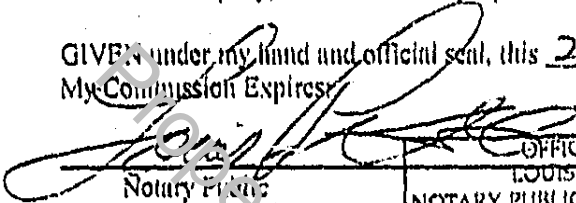
By: [Signature]
Its: Vice President

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STATE OF ILLINOIS |
COUNTY OF Cook | ss.

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Alfred M. Klairmont, the Managing Member of The Klairmont Family, L.L.C. (the "Company"), personally known to me to be the same person(s) whose name(s) is subscribed as the Managing Member of the Company 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, and the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20th day of Feb, 1998.
My Commission Expires:

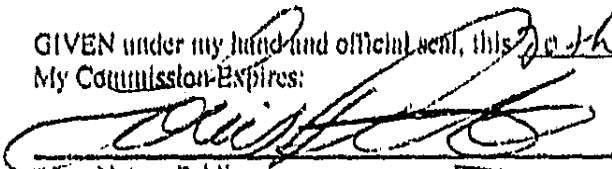

Notary Public

OFFICIAL SEAL
LOUIS PRETEKIN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 26, 1999

STATE OF ILLINOIS |
COUNTY OF Cook | ss.

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Alfred M. Klairmont, personally known to me to be the same person(s) whose name(s) 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 20th day of Feb, 1998.
My Commission Expires:

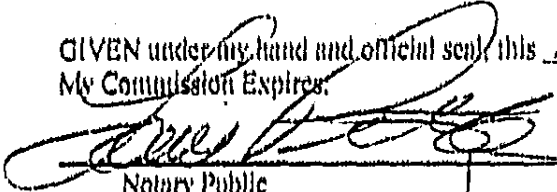

Notary Public

OFFICIAL SEAL
LOUIS PRETEKIN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 26, 1999

STATE OF ILLINOIS |
COUNTY OF Cook | ss.

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Robert W. Klairmont, personally known to me to be the same person(s) whose name(s) 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 20th day of Feb, 1998.
My Commission Expires:


Notary Public

OFFICIAL SEAL
LOUIS PRETEKIN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 26, 1999

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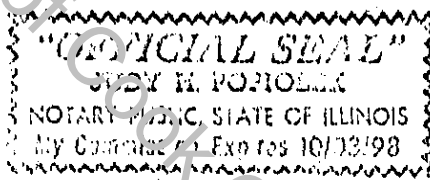
COPIES

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Michael Wang of American National Bank and Trust Company of Chicago, as Trustee as aforesaid ("Trustee"), personally known to me to be the same person(s) whose name(s) is subscribed as the ASSISTANT VICE PRESIDENT of the Trustee to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as free and voluntary act, and the free and voluntary act of the Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this FEB 23 day of FEB, 1998.
My Commission Expires: FEB 23 1998

Judy H. Popolek
Notary Public

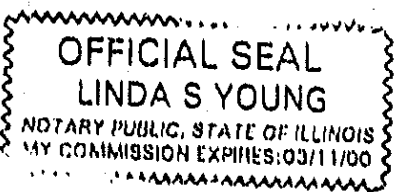


STATE OF ILLINOIS)
) ss.
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Glen Gustafson of THE FIRST NATIONAL BANK OF CHICAGO (the "Bank"), a national banking association, personally known to me to be the same person(s) whose name(s) is subscribed as the Vice President of the Bank 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, and the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23 day of Feb, 1998.
My Commission Expires:

Linda S Young
Notary Public



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EXHIBIT A

TERM LOAN NOTE (6-YEAR Fixed Rate)

\$349,316.48

December 15, 1997

FOR VALUE RECEIVED, THE KLAIMONT FAMILY, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR BY MERGER TO NBD TRUST COMPANY OF ILLINOIS, SUCCESSOR TRUSTEE TO NBD HIGHLAND PARK BANK, N.A., FORMERLY KNOWN AS FIRST NATIONAL BANK OF HIGHLAND PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1987 AND KNOWN AS TRUST NO. 4345-HP, (the "Borrower") promises to pay to the order of The First National Bank of Chicago, successor by merger to NBD Bank, successor to NBD Highland Park Bank, N.A. (the "Bank"), the principal sum of Three Hundred Forty Nine Thousand Three Hundred Sixteen and 48/100 Dollars (\$349,316.48) payable at its office in Chicago, Illinois in lawful money of the United States bearing interest from time to time as hereunder provided. Monthly payments on account of this Note shall be made in equal monthly installments representing principal and interest as provided below and shall be applied first to interest with the balance to principal.

Monthly payments on account of this Note are to be made in such amounts as are appropriate to amortize the original principal balance, by the level rate amortization method, over a term of 72 months. Payments on account of this Note shall be made as follows:

(a) On January 15, 1998 and on the fifteenth day of each month thereafter to and including November 15, 2003 there shall be paid \$6,091.37 which shall be applied first to interest at the rate of 7.34% per annum and the balance to principal.

(b) On December 15, 2003 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

All interest on this promissory note shall be calculated on the basis of a 360-day year and shall be charged for the actual number of days elapsed. The Borrower shall have the right from time to time upon 2 days' notice in writing to the Bank to prepay the unpaid balance of this note or in the inverse order of the maturity thereof any installment or installments due hereunder, prior to the expressed maturity thereof by paying, in addition to the principal amount of such prepayment, the interest accrued on the amount prepaid, and the applicable Prepayment Premium. Prepayments shall not affect the duty of Borrower to pay all installments when due or change the amount of such installments and shall not affect or impair the right of Bank to pursue all remedies available to Bank under this Note. The Prepayment Premium shall apply to any payments, voluntary or involuntary, including those made after acceleration of maturity of the Note.

"Prepayment Premium" means an amount calculated as follows:

(i) There shall be determined, as of the seventh (7th) business day preceding the Prepayment Date, the amount, if any, by which the rate of interest chargeable under this Note exceeds the annual yield to maturity of a particular issue, selected by the Bank, of United States Treasury bonds, notes or bills (other than any such security redeemable at par in payment of United States estate taxes) maturing within three months of the Maturity Date or, if no such security matures within three months of the Maturity Date, maturing nearest the Maturity Date, as reported by The Wall Street Journal or, if The Wall Street Journal is no longer published or no longer publishes annual yields for United States Treasury bonds, notes or bills, some other daily financial or governmental publication of national circulation determined by the Bank, in its sole discretion;

(ii) The difference calculated pursuant to clause (i) above shall be multiplied by the amount so prepaid as of the Prepayment Date;

(iii) The product calculated pursuant to clause (ii) above shall be divided by 365;

(iv) The quotient calculated pursuant to clause (iii) above shall be multiplied by the number of days from the Prepayment Date to and including the Maturity Date.

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Upon an event of default or after the Maturity Date, 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 shall be computed on the basis of a 360 day year and 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.

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.

A certain Mortgage and a certain Collateral Assignment of Lease and Rents both dated November 5, 1987, and recorded in the Cook County Recorder's Office on December 8, 1987 as Document Nos. 87648252 and 87648253, respectively, as extended by a certain Extension Agreement dated December 16, 1992 and recorded on March 17, 1993 as Document No. 93198995, and as further modified by a certain Loan Modification Agreement of even date and not yet recorded, on real estate located at 5865-75 N. Lincoln Avenue, Chicago, Cook County, Illinois; 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 and Assignment of Rents are incorporated herein and made a part hereof.

In consideration of the granting of the loan evidenced by this promissory note, the Borrower hereby agrees as follows:

1. Representations and Warranties. The Borrower represents and warrants that (a) all financial statements and other information heretofore furnished to the Bank are true and correct and fairly reflect the financial condition of the Borrower at the dates thereof, including contingent liabilities of every type, which financial condition has not changed materially and adversely since such dates; (b) neither the making of this note nor the performance by the Borrower of the obligations hereunder will violate any provision of law or any agreement, indenture, note or other instrument binding upon the Borrower or give cause for acceleration of any indebtedness of the Borrower; (c) no agreement, indenture, note or other instrument binding upon the Borrower contains any provision prohibiting the creation of a mortgage, pledge, lien, security interest or any other encumbrance upon any of the assets of the Borrower; (d) all authority from or approval by any governmental body, commission or agency, State or Federal, requisite to the making or validity of this note has been obtained; (e) the Borrower has filed all United States federal tax returns and all other tax returns which are required to be filed and has paid all taxes due pursuant to said returns or pursuant to any assessment received by the Borrower, and no tax liens have been filed and no claims are being asserted with respect to any such taxes; (f) there is no litigation or proceeding pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower which might materially adversely affect the financial condition of the Borrower or the ability of the Borrower to perform its obligations under this note; (g) this loan is made solely to acquire or carry on a business or commercial enterprise of Borrower; and (h) margin stock (as defined in Regulation U) constitutes less than 25% of those assets of the Borrower which are subject to any limitation on sale, pledge, or other restriction hereunder.

2. Affirmative Covenants. The Borrower will (a) duly pay and discharge all taxes or other claims which might become a lien upon any of the property owned by Borrower, except to the extent that such items are being appropriately contested in good faith and an adequate reserve for payment thereof is being maintained; (b) carry on and conduct the Borrower's business in substantially the same manner and in substantially the same fields as such business is now and has heretofore been carried on and conducted; (c) comply with all applicable statutes, rules and regulations; (d) pay all Federal or State stamp or issuance taxes, if any, payable or ruled to be payable by reason of the execution, delivery or issuance hereof under any now existing or hereafter enacted Federal or State statute and the Borrower will at all times indemnify and hold harmless the Bank against any liability in respect thereof; (e) furnish such financial statements to the Bank as it may from time to time reasonably request; and (f) use the proceeds of the loan evidenced by this Note to reimburse indebtedness and in this connection the Borrower warrants

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that no part of the proceeds of this note will be used directly or indirectly for the purpose of purchasing or carrying any stock in violation of any of the provisions of Regulation U of the Board of Governors of the Federal Reserve System.

3. Defaults. This Note and all installments hereof shall, at the option of the Bank (and automatically in the case of clause (d) 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 or any agreement securing 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 Paragraph 2 hereof, which failure is not remedied within 10 days after receipt of written notice from the Bank.

(d) 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 undischarged 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.

4. Setoff. Any indebtedness due from the legal holder hereof to the Borrower may be appropriated and applied hereon after any expressed or accelerated maturity hereof.

5. Amendments, Remedies, etc. No delay or omission of the Bank to exercise any right or power hereunder shall impair such right or power or be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right or power shall not preclude other or further exercise thereof or the exercise of any other right; and no waiver shall be valid unless in writing signed by the Bank, and then only to the extent in such writing specifically set forth. All remedies hereunder or by law afforded shall be cumulative and all shall be available to the Bank until it and other liabilities of the Borrower have been paid in full in lawful money.

6. Miscellaneous. This note shall be binding upon the Borrower and inure to the benefit of the holder, from time to time, of this note, and its or their respective heirs, personal representatives, successors and assigns. This note is accepted in Chicago, Illinois and shall be governed by the internal laws (and not the law of conflicts) of the State of Illinois, giving effect, however, to federal laws applicable to national banks.

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

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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.

TO THE FULLEST EXTENT ALLOWED BY LAW, THE BORROWER HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING HEREUNDER.

This Note evidences the indebtedness previously evidenced by that certain Amended and Restated Secured Promissory Note dated December 15, 1992 in the original principal amount of \$514,016.06, (the "Prior Note"), and is not a repayment or novation of the Prior Note.

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

THE KLAIMONT FAMILY, L.L.C., an
Illinois limited liability company

By: 
Alfred M. Klaimont
Its: Managing Member

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

By: _____
Its: _____

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