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MODIFICATION AGREEMENT

This Modification of Promissory Note, Trust Deed, Assignment of Rents and Guaranty of Note and Trust Deed (hereafter referred to as the "Modification Agreement") made this 10th day of May, 1986, by LaSalle National Bank, a National Banking Association, not personally but as Trustee under Trust Agreement dated January 5, 1984, and known as Trust Number 107459 (hereinafter referred to as "First Party"), and WOODFIELD BANK, now known as USAMERIBANC/WOODFIELD, (hereinafter referred to as "Trustee"), and Adam Robert Brown personally, David M. Brown personally (hereinafter referred to as "Guarantors").

WITNESSETH:

Whereas, First party has executed and delivered to Trustee that certain Promissory Note dated December 18, 1984, in the amount of EIGHTY FIVE THOUSAND FIVE HUNDRED AND NO/100's ($85,500.00) DOLLARS ("Note"), which Note is secured by a Trust Deed ("Trust Deed") of even date therewith, recorded on December 27, 1984 in the Registrar's Office of Cook County, Illinois, as Document Number 3411837 and Assignment of Rents of even date therewith, recorded on December 27, 1984, in the Registrar's Office of Cook County, Illinois, as Document Number 3411838, both relating to the premises therein described as follows, to wit:

Lot 3 in Rohs' Subdivision of part of the Southwest Quarter (1/4) of Section 10, Township 41 North, Range 10, East of the Third Principal Meridian, in the Village of Schaumburg, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on January 20, 1975, as Document Number 2791796.

Permanent Tax ID No.: 07-10-300-050-0000 pf

Address: Vacant property Golf Rd. + Valley Lake Dr. Schaumburg, Ill.

Whereas, the above referenced Note has been guaranteed by Guarantors under written Guaranty dated December 18, 1984; and

Whereas, First Party, Trustee, and Guarantors have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, First Party, Guarantors, and Trustee agree that the Note, Trust Deed, and Assignment of Rents shall be and are hereby modified as follows:

1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is EIGHTY FIVE THOUSAND FIVE HUNDRED AND NO/100's ($85,500.00) DOLLARS.

2. The maturity date of May 10, 1986, as reflected in the Note and Trust Deed is hereby changed to May 10, 1988.

3. That commencing August 10, 1986, and on the first day of each quarter thereafter, First Party shall pay quarterly installments of INTEREST ONLY in arrears on the principal balance from time to time outstanding calculated at the rate set forth in Paragraph Four (4) of this Modification Agreement.

PREPARED AND MAIL TO:

USAmeribanc/Woodfield
Higgins & Meacham Roads
Schaumburg, IL 60196

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69-82-521-D2

4. That commencing May 10, 1986, the annual interest rate to be charged shall be the announced prime lending rate of USAMERIBANC/WOODFIELD from time to time in effect plus ZERO (0%) PERCENT, changing as and when the USAMERIBANC/WOODFIELD's prime rate changes. Interest on the unpaid balance thereof shall be computed from date hereof on a 360-day year basis, for the actual number of days elapsed. Interest shall accrue after maturity (whether by acceleration or otherwise) at FOUR (4%) PERCENT per annum above the indicated rate until the principal balance is fully paid. The use of the term prime rate herein is not intended nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by USAMERIBANC/WOODFIELD to its most creditworthy customers.

5. That The Royal Mile Corporation, Penobscot Corporation, Valley Lake I and Valley Lake II agree to submit financial statements on a quarterly basis.

6. Except for the modifications stated hereinabove, the Note, Trust Deed, Assignment of Rents and Guaranty are not otherwise changed, modified or amended.

This Modification Agreement is executed by First Party, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on First Party personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first above written.

LaSalle National Bank
not personally but as Trustee under
Trust Agreement dated January 5, 1984,
and known as Trust Number 107459.

By: _____
Its: Assistant Vice President

Attest:
By: _____
Its: Assistant Secretary

USAmeribanc/Woodfield

By: Elizabeth A. Wick
Its: Loan Administration Officer

Attest:
By: _____
Its: V.P.

The foregoing Modification Agreement has been executed with the knowledge and consent of the undersigned guarantors who hereby consent to the same and agree that their obligations shall continue in force unchanged hereby.

GUARANTORS:

Adam Robert Brown personally

David M. Brown personally

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STATE OF ILLINOIS, Cook County ss:

I, Marla Framarin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES A. CLARK of LA SALLE NATIONAL BANK, and Mita Slimm Welter of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the Seal of said Bank, did affix the seal to said instrument as his free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 30TH day of June, 1986.

My Commission expires: 4-28-90

Marla Framarin
Notary Public

STATE OF ILLINOIS, DuPage County ss:

I, Giovanna Le Donne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Elizabeth A. Lutt, personally known to me to be the Loan Adm. Officer of USAmerbanc/Woodfield and John A. Kierna, personally known to me to be the Asst. Vice President of said Bank, whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Loan Adm. Officer and Asst. Vice President they signed and delivered the said instrument as Loan Adm. Officer and Asst. Vice President of said Bank and caused the Corporate Seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 30th day of June, 1986.

My Commission expires: 9-6-88

Giovanna Le Donne
Notary Public

STATE OF ~~ILLINOIS~~ New Jersey, Bergen County ss:

I, Pauline A Mont, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Brun and Adam Brun, personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing, instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27 day of June 27, 1986.

My Commission expires:

Pauline A Mont
Notary Public

PAULINE A. MONT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 5, 1991

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NO DUPLICATE

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REGISTRAR OF TITLES

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IDENTIFIED
No.

WALSH

CHICAGO TITLE INS.
G# 769-80-521