

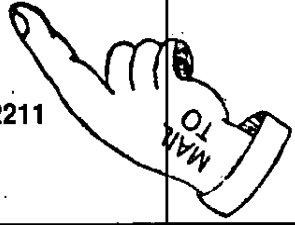
RECORDATION REQUESTED BY:
CIB Bank
200 West Adams, Suite 2211
Chicago, IL 60606



WHEN RECORDED MAIL TO:
CIB Bank
~~200 West Adams, Suite 2211~~
~~Chicago, IL 60606~~

161 N Clark
Suite 165

SEND TAX NOTICES TO:
CIB Bank
200 West Adams, Suite 2211
Chicago, IL 60606



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: CIB Bank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 2000, BETWEEN LaSalle National Trust, N.A. Successor Trustee to LaSalle National Bank,, whose address is 135 S. LaSalle, Chicago, IL 60603, as Trustee (referred to below as "Grantor"); ; and CIB Bank (referred to below as "Lender"), whose address is 200 West Adams, Suite 2211, Chicago, IL 60606.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 6, 1995 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded with the Cook County Recorder's Office as Document No. 95856050

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

LOTS 29 THROUGH 37 INCLUSIVE IN LEHMANN'S DIVERSEY BOULEVARD ADDITION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2700 N. Lehmann Court, Chicago, IL 60614. The Real Property tax identification number is 14-28-306-014-0000.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

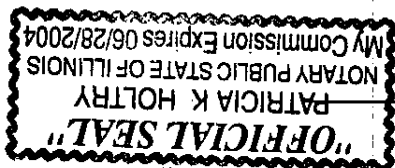
UNDER "INDEBTEDNESS", CHANGE LAST SENTENCE TO READ AS FOLLOWS:
At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the total note amount of \$2,800,000.00.

UNDER "NOTE", CHANGE TO READ AS FOLLOWS:
The word "Note" means the promissory note or credit agreement dated December 6, 1995, in the original principal amount of \$2,650,000.00 and promissory note dated May 1, 2000, in the original principal amount of \$150,000.00 from V & N Limited Partnership d/b/a Lehmann Sports Club to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreement.

All other terms and conditions remain unchanged..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is

UNOFFICIAL COPY



My commission expires _____

Notary Public in and for the State of Illinois

By Patricia K. Holtry Residing at _____ Chicago, IL

Given under my hand and official seal this 28th day of September, 2000.

On this day before me, the undersigned Notary Public, personally appeared Trust Officer, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

COUNTY OF Cook)
(ss)
STATE OF Illinois)

INDIVIDUAL ACKNOWLEDGMENT

LENDER: CIB Bank

Authorized Officer

By: [Signature]

Trust Officer, Asst. Vice President

By: [Signature]

Lasalle National Trust, N.A. Successor Trustee to Lasalle National Bank, as trustee and not personally under trust no. 24-7538-00

GRANTOR: Lasalle Bank National Association f/k/a Lasalle National Bank successor trustee to

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

(Continued)

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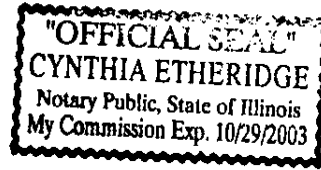
The instrument is executed by LASALLE BANK National Association, not personally but solely as Trust Officer, at the request of the power of attorney holder, and the undersigned Notary Public, for the purpose of recording the same. The undersigned Notary Public, on this day before me, personally appeared Trust Officer, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

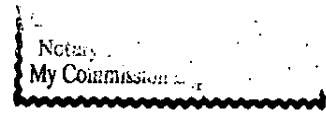


On this 7 day of July, 2000, before me, the undersigned Notary Public, personally appeared Michael L. Paolotta Vice Pres. and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Cynthia Etheridge Residing at Chgo, IL

Notary Public in and for the State of ILLINOIS

My commission expires 10/29/03



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COOK County Clerk's Office