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Cook County Recorder 29.00



Prepared By:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
30 N. LaSalle Street - Suite 4020
Chicago, Illinois 60602

PLEASE RETURN TO:
METROPOLITAN BANK AND
TRUST COMPANY
2201 W. Cermak Road
Chicago, IL 60608

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 6th day of March, 2000, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Successor Trustee to First Chicago Trust Company of Illinois as Trustee under a Trust Agreement dated December 31, 1991 and known as Trust No. RV-011556 and under a Trust Agreement dated February 7, 1991 and known as Trust No. RV-011148 (hereinafter referred to as "Mortgagor") and METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation, with an office at 2201 W. Cermak Road, Chicago, Illinois 60608 (hereinafter called "Lender").

WITNESSETH:

LaSalle Bank National Association,
successor trustee

This Agreement is based upon the following recitals:

A. On March 12, 1999, WISH RESIDENTIAL MANAGEMENT, INC., an Illinois corporation and ERNEST R. WISH (hereinafter collectively called "Borrower") executed and delivered to Lender a Promissory Note in the principal amount of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) (hereinafter called the "Note") in accordance with the terms of a Revolving Credit Loan Agreement of even date.

B. Mortgagor secured the obligations under the Note by granting to Lender a certain Junior Mortgage (hereinafter called the "Mortgage"), dated March 12, 1999, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on May 21, 1999 as Document No. 99492424 with the Recorder of Deeds of Cook County, Illinois, covering the property described below:

See Exhibit A Attached

C. The property described in paragraph B above is hereinafter referred to as the Mortgaged Premises.

BOX 333-C71

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78 02 496 100
later date

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D. The Note is also secured by an Assignment of Leases and Rents on the Mortgaged Premises recorded as Document No. 99492425 (hereinafter called the "Assignment of Rents").

E. Borrower and Lender have agreed to make certain modifications to the Note.

F. The outstanding principal balance of the Note as of March 12, 2000 is \$120,000.00.

G. Mortgagor represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"); and that the lien of the Mortgage, as herein modified, is a valid second lien of said Mortgage Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note, Mortgage and Assignment of Rents are hereby modified as follows:

1. Lender agrees to extend the maturity date of the Note to March 12, 2001 in accordance with a Revolving Credit Loan Agreement of even date..
2. All other terms and conditions of the Note, Mortgage and Assignment of Rents shall remain in full force and effect.

In consideration of the modification of the terms of the Note, and the other loan documents identified above by Lender, as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note, secured by the Mortgage and Assignment of Rents, as herein modified, and to perform the covenants contained in the aforementioned documents, and Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid second lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and other loan documents as modified hereby, or the lien created thereby or any other documents executed by Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note and other instruments and documents executed in connection with the subject loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

The undersigned hereby authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart

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thereof to said instrument as a part thereof.

This instrument is executed by Mortgagor, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to the aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, the Notes so modified or the Mortgage securing the Notes, and its liability as Trustee shall be limited to and enforceable only out of the Mortgaged Premises, by enforcement of the lien of the Mortgage, and no duty shall rest upon Mortgagor to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.


IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

METROPOLITAN BANK AND TRUST COMPANY, Lender:

Attest:



Its Secretary



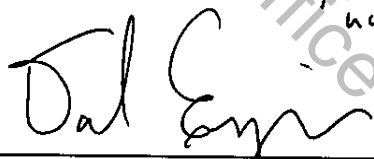
Its President
LaSalle Bank National Association
successor trustee

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Successor Trustee to First Chicago Trust Company of Illinois as Trustee under a Trust Agreement dated December 31, 1991 and known as Trust No. RV-011556 and under a Trust Agreement dated February 7, 1991 and known as Trust No. RV-011148, and

Attest:

Attestation not required by LaSalle Bank National Association Bylaws

Secretary

By: 

Vice President

David Eingoff
TRUST OFFICER

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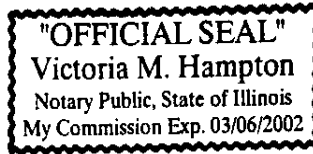
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Victoria M. Hampton a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the _____ President and _____ Secretary of METROPOLITAN BANK AND TRUST COMPANY and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and that the said instrument was signed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 4th day of March, 2000.

Victoria M. Hampton
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

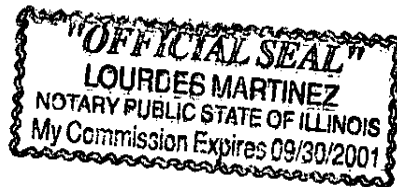


LaSalle Bank National Association,
successor trustee

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that DAVID EINGORN, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~TRUST OFFICER~~ President and _____ ~~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 this 20th day of March, 2000.

Lourdes Martinez
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION FOR 1311 N. DAMEN, CHICAGO, IL

LOT 29 AND THE NORTH 10 FEET OF LOT 28 IN BLOCK 1 IN BAIRD AND BRADLEY'S SUBDIVISION IN THE EAST ½ OF THE NORTH WEST ¼ AND THE WEST ½ OF THE NORTH EAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-06-216-130-0000

LEGAL DESCRIPTION FOR 1546 W. CORTEZ, CHICAGO, IL

LOT 30 IN BAUWEN'S AND STEWART'S SUBDIVISION OF THE WEST PART OF BLOCK 20 OF THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST ½ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-308-040-0000

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