

Cook Co, IL

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MODIFICATION AGREEMENT (Mortgage and Assignment of Rents and Leases)

This Modification Agreement is effective as of this 5th day of August, 1999 between JSBT, INC., an Illinois corporation (hereinafter referred to as "Mortgagor and/or Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Mortgagee").

WITNESSETH

WHEREAS, on December 1, 1997, Mortgagor executed in favor of Mortgagee, a Mortgage (as amended, modified or extended from time to time, "Mortgage") and an Assignment of Rents and Leases (as amended, modified or extended from time to time, "Assignment of Rents and Leases") both subsequently recorded on December 5, 1997 in Cook County, Illinois as Document Numbers 97917640 and 97917670 respectively, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein. The Mortgage and Assignment of Rents and Leases was given by Mortgagor to secure payment to Mortgagee of an Installment Note (Secured) dated December 1, 1997 in the principal sum of SEVEN HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$722,500.00) (the "Original Note") executed by Borrower; and

WHEREAS, Borrower has executed an Installment Note (Secured) dated as of August 5, 1999 in the principal sum of SIX HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$671,500.00). This note which replaces and restates the Original Note is referred to hereinafter as the "New Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth; and

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I

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby acknowledge and agree as follows:

1. The principal amount of the Mortgage is hereby amended to \$671,500.00.
2. The Mortgage, Assignment of Rents and Leases and other related loan documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the New Note.
3. The Mortgage and Assignment of Rents and Leases securing the New Note are valid and subsisting liens on the premises described in the Mortgage.
4. All terms used herein and not otherwise defined shall have the respective meanings set forth in the New Note and Mortgage.
5. This Modification shall be incorporated into and made a part of the Mortgage and Assignment of Rents and Leases, and all other related loan documents executed by Mortgagor.
6. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Mortgagee such additional documentation as Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Mortgagee by or on behalf of Mortgagor.
7. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
8. This Modification shall inure to the benefit of Mortgagee's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.
9. In all other respects, the Mortgage, Assignment of Rents and Leases and all other related loan documents are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

**EXHIBIT "A"
TO
MODIFICATION AGREEMENT
DATED AUGUST 5, 1999**

LEGAL DESCRIPTION:

LOTS 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, AND 25 IN OWNER'S DIVISION OF LOTS 1 TO 42 BOTH INCLUSIVE, OF E. H. WEST'S ADDITION TO JEFFERSON PARK, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST FRACTIONAL ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**COMMONLY KNOWN AS: 5201 NORTHWEST HIGHWAY
CHICAGO, ILLINOIS**

**PIN NUMBER(S): 13-08-227-010-0000, 13-08-227-011-0000,
13-08-227-012-0000, 13-08-227-015-0000,
13-08-227-029-0000, 13-08-227-030-0000**