RECORDATION REQUESTED BY:
Manufacturers Bank
Commercial Real Estate
2 S. LaSalle Street
Chicago, IL 60603

0010470100

WHEN RECORDED MAIL TO:
Manufacturers Bank
Loan Documentation
1200 N. Ashland Avenue
Chicago, IL 60622

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Manufacturers Bank
1200 North Ashland Avenue
Chicago, IL 60622

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 10, 2001, is made and executed between Banco Popular, Illinois, as Successor Trustee to Capitol Bank & Trust, not personally but as Trustee on behalf of Trust No. 1893, whose address is 8383 W. Belmont Avenue, River Grove, IL 60171-1093 (referred to below as "Grantor") and Manufacturers Bank, whose address is Commercial Real Estate, 2 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 8, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Document Number 99105920 as recorded February 1, 1999 in the Cook County Recorder's Office.

Said Mortgage was further modified by a Modification and Extension Agreement executed by Grantor on February 11, 2000 and recorded as Document Number 00111440 on February 15, 2000 in the Cook County Recorder's Office.

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

COMMON ADDRESS: 1802-06 W. Chicago Avenue, Chicago, Illinois, 60622
P.I.N. as to Lot 2: 17-06-436-021
P.I.N. as to Lot 3: 17-06-436-020
Lots 2, and 3 in the Subdivision of Lot 4 in Superior Court Partition of the South 1/2 of Block 8 of Cochran and Others Subdivision of the West 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Except that part of said Lot 2 lying east of a line described as follows: Commencing at a point in the south line of said Lot 2, 0.69 feet west of the southeast corner thereof, thence north along the east face of a brick building 123.75 feet more or less to a point in the north line of said lot 2, 0.88 feet west of the northeast corner thereof.

COMMON ADDRESS: 1810 W. Chicago Avenue, Chicago, Illinois, 60622
P.I.N.: 17-06-436-018
Lot 5 in the Subdivision of Lot 4 in Superior Court Partition of the South 1/2 of Block 8 in the

subdivision by Cochran and Others of the West 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS: 1812 W. Chicago Avenue, Chicago, Illinois, 60622
P.I.N.: 17-06-436-017
Lot 6 in the Subdivision of Lot 4 in Superior Court Partition of the South 1/2 of Block 8 in the subdivision by Cochran and Others of the West 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1802-06 W. Chicago Avenue, 1810 W. Chicago Avenue, and 1812 W. Chicago Avenue, Chicago, IL 60622.

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

Effective as of the date hereof, the second sentence of the third paragraph of the Revolving Note attached to said Mortgage as Exhibit "1", shall be amended and restated to read as follows:

Interest shall be payable monthly in arrears, commencing on the 10th day of January, 2001 and continuing on the 10th day of each month thereafter, with a final payment of the outstanding amount due under this Revolving Note, including, but not limited to principal and interest if not sooner paid by acceleration or otherwise on April 10, 2001 ("Maturity Date").

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 10, 2001.

GRANTOR:

TRUST NO. 1893

BANCO POPULAR, ILLINOIS, AS SUCCESSOR TRUSTEE TO CAPITOL BANK & TRUST, Trustee of Trust No. 1893
SEE RIDER ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

By: _____
Its:, VP / Trust Officer of Banco Popular, Illinois, as Successor Trustee to Capitol Bank & Trust

By: _____
Its:, VP / Authorized Signer of Banco Popular, Illinois, as Successor Trustee to Capitol Bank & Trust

LENDER:

x Christina K Frank, Loan Officer
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Its:, VP / Trust Officer of Banco Popular, Illinois, as Successor Trustee to Capitol Bank & Trust and Its:, VP / Authorized Signer of Banco Popular, Illinois, as Successor Trustee to Capitol Bank & Trust**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By_____ **Residing at** _____

Notary Public in and for the State of _____

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 28TH day of February, 2001 before me, the undersigned Notary Public, personally appeared Christina K Frenic and known to me to be the Loan Officer, 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 Sherry T. White-Sims Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires

OFFICIAL SEAL
SHERRY T WHITE-SIMS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-21-2002

This Modification of Mortgage is executed by the Banco Popular North America as Successor to Capitol Bank & Trust, Trustee under Trust Agreement dated October 17, 1989 and known as Trust No. 1893 and accepted upon the express understanding that the Banco Popular North America enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Banco Popular North America because of or on account of the making or executing this document or of anything therein contains, all such liability, if any being expressly waived, nor shall the Banco Popular be held personally liable upon or in consequence of any of the covenants of this document eitherexpressed, or implied, trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

In Witness Whereof, the Banco Popular North America, not personally,but As Trustee aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 23rd day of February, 2001.

BANCO POPULAR NORTH AMERICA

BY: _____

LAURA HUGHES, ASSISTANT VICE PRESIDENT

ATTEST: Catherine W. Hatchain

, ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Trust Officer of the BANCO POPULAR NORTH AMERICA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of February, 2001.

Notary Public Laurel D. Thorpe

OFFICIAL SEAL
LAUREL D THORPE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/17/04

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