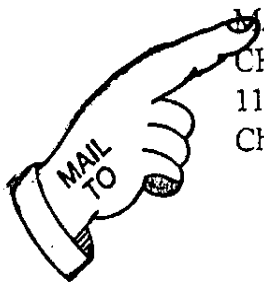


Prepared By:
ALLEN C. WESOLOWSKI
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Chicago, Illinois 60602

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MAIL TO:
CHICAGO COMMUNITY BANK
1110 W. 35th Street
Chicago, IL 60609

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 9th day of June, 2001, by and between MTJS, INC., an Illinois corporation, (hereinafter called "Borrower"), MARK SIPICH a/k/a MARK I. SIPICH (hereinafter called "Mortgagor") and CHICAGO COMMUNITY BANK, an Illinois banking corporation, with an office at 1110 W. 35th Street, Chicago, Illinois 60609 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On February 9, 2001, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of NINE HUNDRED SEVENTY FIVE THOUSAND AND NO/100THS DOLLARS (\$975,000.00) (hereinafter called the "Note").

B. Mortgagor secured the obligations under the Note by granting to Lender a certain Junior Mortgage (hereinafter called the "3121 S. Shields Mortgage") dated February 9, 2001, covering certain improved real property in the County of Cook, State of Illinois, which mortgage was recorded on February 22, 2001 as Document No. 0010139228, with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "3121 S. Shields Mortgaged Premises"):

LOT 14 IN SUBDIVISION BLOCK 1 IN THE SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 17-33-201-007

Common Address: 3121 S. Shields, Chicago, Illinois

C. Mortgagor also secured the obligations under the Note by granting to Lender a certain Junior Mortgage (hereinafter called the "3219-21 S. Archer Mortgage") dated February 9, 2001,

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covering certain improved real property in the County of Cook, State of Illinois, which mortgage was recorded on February 22, 2001 as Document No. 0010139229, with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "3219-21 S. Archer Mortgaged Premises"):

LOTS 9 AND 10 IN LEHMER'S SUBDIVISION OF BLOCK 9 IN CANAL TRUSTEES SUBDIVISION OF THE EAST ½ OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-31-212-010 AND 17-31-212-011
Common Address: 3219-21 S. Archer, Chicago, Illinois

D. Borrower, Mortgagor and Lender have agreed to make certain changes to the Note.

E. The outstanding principal balance of the Note as of June 9, 2001 is \$858,146.20 (which is the sum of the principal balance of the Note in the amount of \$845,646.20 and a prepayment penalty of \$12,500.00).

F. Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the 3121 S. Shields Mortgaged Premises or the 3219-21 S. Archer 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 3121 S. Shields Mortgage or the 3219-21 S. Archer Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the 3121 S. Shields Mortgage and the 3219-21 S. Archer Mortgage, as herein modified, are a valid, second and subsisting liens on said 3121 S. Shields Mortgaged Premises and the 3219-21 S. Archer Mortgage Premises, respectively.

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, secured by the Mortgage and Assignment of Rents, is hereby modified as follows:

1. The interest rate of the Note is decreased from 8.75% to 8.00% effective June 9, 2001.
2. Commencing with the July 9, 2001 payment, the principal and interest payment due monthly shall be in the amount of \$6,689.92.
3. All other terms and conditions of the Note 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

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lien now outstanding against the 3121 S. Shields Mortgaged Premises or the 3219-21 S. Archer Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the 3121 S. Shields Mortgage and the 3219-21 S. Archer Mortgage are valid, second and subsisting lien on the 3121 S. Shields Mortgaged Premises or the 3219-21 S. Archer Mortgaged Premises, respectively.

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 Mortgagee 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.

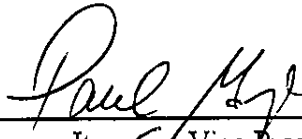
The undersigned hereby authorizes Chicago Community Bank to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

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.

CHICAGO COMMUNITY BANK, Lender:

Attest:

Its Secretary



Its Vice President


MTJS, INC., an Illinois corporation

Attest:

Its Secretary

By 

Its President



MARK SIPICH and MARK J. SIPICH

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Janice C Stephens, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Paul Gaughan 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 Sr. Vice President and _____ Secretary of CHICAGO COMMUNITY BANK and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9 day of June, 2001.

Janice C Stephens
Notary Public



Property of Cook County Clerk's Office

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Mark Sipich and _____, known to me to be the same persons whose names are subscribed to the foregoing instrument and as the _____ President and _____ Secretary of MTJS, INC., 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.

Given under my hand and notarial seal this 9 day of June, 2001.

Janice C. Stephens
Notary Public

State of Illinois)
) ss.
County of Cook)



The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that MARK SIPICH a/k/a MARK J. SIPICH, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of June, 2001.

Janice C. Stephens
Notary Public



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