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MODIFICATION AGREEMENT

This Agreement, made as of the 17th day of October, 1991 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a National Banking Association under the laws of the United States of America, "Lender", and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated April 21, 1988, and known as Trust Number 105197-00 "Borrower".

WITNESSETH:

Whereas, the Borrower heretofore executed a certain Mortgage dated May 4, 1988, and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document #88189899, conveying real estate legally described in Exhibit "A", attached hereto and made a part hereof by this reference: which said Mortgage was given to secure the payment of one certain Note executed by the Borrower of the sum of SIX HUNDRED SIXTY THOUSAND AND NO/100 (\$660,000.00) DOLLARS. AND

Whereas, said Mortgage vas modified by Loan Modification Agreement dated June 15, 1937 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document #88280435. Which said Modification Agreement increased the amount of said Mortgage and Note to \$1,125,000.00. AND

Whereas, said Mortgage was modified by a Second Loan Modification Agreement dated August 14, 1989 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document #89448463. Which said Modification Agreement increased the amount of said Mortgage and Note to \$1,986,000.00. AND

Whereas, said Mortgage was modified by a Third Loan Modification Agreement dated November 28, 1989 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document #89567407. Which said Modification Agreement decreased the amount of said Mortgage and Note to \$1,695,000.00 and extended the maturity to December 31, 1990. AND

Whereas, said Mortgage was amended by a Fourth Loan Modification Agreement dated December 31, 1990 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as document #91124372. Which said Modification Agreement increased the amount of said Mortgage and Note to \$1,778,590.00 and extended the maturity to September 30, 1991.

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 - COOK COUNTY RECORDER

Whereas, said Mortgage, securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum of \$1,778,590.00. AND

Whereas, said Note by its terms, is due and payable on the 30th day of September, 1991. AND

Whereas, parties hereto have agreed upon an extension of time in said Note and Mortgage upon the terms and conditions herein after set forth. NOW

Therefore, in consideration of the premises and mutual promises and agreements made by and between the parties hereto, the said parties do hereby mutually promise and agree to the following:

- 1) The principal balance outstanding as of October 17, 1991 is ONE MILLION SEVEN HUNDRED EIGHTEEN THOUSAND SIX HUNDRED SEVENTY TWO AND 99/100 (\$1,718,672.99) DOLLARS.
- 2) The due date of September 30, 1991 is hereby extended to October 31, 1991.

And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and in the Mortgage contained as modified by this Modification Agreement shall stind and remain unchanged and in full force and effect for the avring said extended period, except only as the same are herein and hereby specifically varied or amended, and further that in the event of a failure to repay the same principal sum of \$1,778.590.00, or so much as is here outstanding as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in said Mortgage and this Agreement, then the whole of said principal sum shall, at the election of the holder of said Note, become at once, without notice, due and payable and may be collected together with all accrued the cortext. and may be collected together with all accrued interest thereon, in the same manner as if said Modification had not been granted, anything hereinbefore contained to the contrary notwithstanding.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein in contained shall bind, and inure, to the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

In witness whereof, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

Lender

American National Bank and

		Trust Company of Chicago
	Attest:	By: My Hunto
	Assistant Secretary	
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	Or	
	Consent and Acknowledgment of	Suthum_
	Darcy Bonner	Scott Himmel

This instrument prepared by and after recording return to:

Mary J. Gonzalez

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

33 North LaSalle Street, Box 221

Chicago, Illinois 60602

Chicago, American National Bank and Trust Company of Chicago

Chicago, Illinois 60602

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EXHIBIT A

Legal Description

Lors 34 and 35 in Doggert and Hills Subdivision of Block 40 in the Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 14-33-307-017 14-33-307-018 1921 - 1923 North Hudson

Lot 12 in C.J. Hull's Subdivision of Block 52 in Canal Trustee's Subdivision of Part of the North 1 of the North 1 of the South East 1 and the East 1 of the South East 2 of Section 33. Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

1732 North Cleveland - PIN 14-33-318-005

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人名英格兰斯 化二甲基甲基甲基甲基

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COUNTY OF COOL ;	
SANDKA L.	TLSTOVIC
and for said County in that American National Bank a and Greeny S. Kaspa Company, who are persona persons whose names are instrument as such Trust that they signed and delown free and voluntary as said Company, as Trustee purposes therein set forthen and there acknowledge corporate seal of said confidence of said company to said in voluntary act and as the	ne State aforesaid, DO HEREBY CERTIFY in Trust Officer of a Trust Officer of and Trust Company of Chicago, rzyk. Assistant Secretary of said ally known to me to be the same subscribed to the foregoing. Officer and person and acknowledged ivered the said instrument as their cland as free and voluntary act of and aforesaid, for the uses and the and the said Assistant Secretary ged that he, as custodian of the ompany, aid affix the corporate seal instrument as his own free and free and voluntary act of said oresaid, for the uses and purposes
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Given under my hand	and Notarial Seal this day
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	Notary Public
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My commission expires:	- Summer manner manner
<u> </u>	"OFFICIAL SEAL" SANDRA L. FLSTOVIC Notary Public, State of Illinois My Commission Expires 01/16/95

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STATE OF ILLINOIS)
COUNTY OF COOK
I, MARY J. GONZALEZ, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MARKA FUCINATO, Vice President of American National Bank and Trust Company of Chicago, a national banking association, and W. L. Am D. ROYAN, Assistant Secretary of said national banking association, personally thown to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President 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 acts, and as the use and purposes therein set forth; and the said Vice President Jid also then and there acknowledge that he as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.
of October, 1991.
My commission expires:
9.14.94
"OFFICIAL SEAL" Mary J. Gonzalez Notary Public, State of Illinois My Commission Expires 9/14/94

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