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5/20/94

PERMANENT INDEX NO. 14-33-404-003

NOTE AND TRUST DEED MODIFICATION AGREEMENT

THIS NOTE AND TRUST DEED MODIFICATION AGREEMENT ("Agreement") is made as of July 1, 1993 ("Effective Date"), by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under a Trust Agreement dated September 13, 1978 and known as Trust No. 43867 ("ANB") and CHICAGO TITLE AND TRUST COMPANY ("CT&T"), as Trustee under that certain Trust Deed dated September 15, 1978, and recorded on October 18, 1978 with the Cook County Recorder of Deeds as Doc. No. 24677526, and identified by CT&T as Note No. 634927.

WHEREAS, on September 15, 1978, for full value received, ANB executed and delivered to mortgagee a certain Note in the original principal amount of \$135,000.00 (the "Note") made payable to CT&T. ANB secured the payment of said Note by granting to CT&T a certain Trust Deed (the "Trust Deed") in the same original principal amount as the Note. Said Trust Deed covered certain improved real property situated in the City of Chicago, County of Cook and State of Illinois, as is legally described on Exhibit "A" hereto.

WHEREAS, ANB has not, as of the date of this Agreement, been released from any of its obligations under the Note, Trust Deed or any other security instruments executed in connection therewith; and

WHEREAS, ANB and CT&T wish to modify the Note and Mortgage based on the terms and conditions herein contained.

. DEPT-01 RECORDING \$31.50
. 143333 TRAN 6110 03/26/94 16:51:00
. 40863 ILC *-94-278869
. COOK COUNTY RECORDER

6355245

3150

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NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Note and Trust Deed are hereby modified as follows:

1. INTEREST RATE. As of the Effective Date, the interest rate of the Note shall be reduced to seven and one-half percent (7 1/2%) per annum.

2. AMORTIZATION. As of the Effective Date, the remaining principal balance of the Note shall be re-amortized, over one hundred thirty-two (132) months, and the monthly payments shall be correspondingly modified to reflect such amortization.

3. RATIFICATION. Except as modified herein, all of the terms, provisions and covenants of the Note and Mortgage not expressly modified by this Agreement are hereby confirmed and ratified and shall remain in full force and effect. ANB represents to CT&T that there is no other ownership interest or mortgage lien now outstanding against the premises legally described in Exhibit "A" hereto, and that the lien of the Trust Deed, as herein modified, is a valid, first and subsisting lien on the premises.

4. CONSENT TO MODIFICATION. ANB acknowledges that it has thoroughly read and reviewed the terms and provisions of this Agreement and is familiar with same, that the terms and provisions contained herein are clearly understood by it and have been fully and unconditionally consented to by it.

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5. TRUSTEE'S EXCULPATION. This Note and Trust Deed Modification Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under a Trust Agreement dated September 13, 1978 and known as Trust No. 43867, in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this Agreement shall be construed as creating any liability on AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, in its individual capacity, to pay the Note or any interest thereon or any fee or charge that may become payable under the Trust Deed or Note, or to perform any covenant (either expressed or implied), contained in the Trust Deed or the Note, all such liability, if any, being hereby waived by CT&T and every person hereafter claiming any right or security hereunder. So far as AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and its successors are concerned, CT&T and the owner of any indebtedness accruing hereunder shall, in the event of a default, look solely to any one or more of the following for the payment of indebtedness due under the Note:

(a) the assets of the trust, including the subject premises and the rents, issues and profits thereof, by the enforcement of the lien hereby created; and

(b) the enforcement of any remedy available under the Trust Deed.

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IN WITNESS WHEREOF, the parties have executed this Note and Trust Deed Modification Agreement as of July 1, 1993:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust No. 43867.

By: [Signature] **TRUSTEE**

Its: [Signature] **Trustee**

[CORPORATE SEAL]

ATTEST:

By: [Signature] **ASSISTANT SECRETARY**

Its: [Signature] **ASSISTANT SECRETARY**

STATE OF ILLINOIS)
) s.s.
COUNTY OF C O O K)

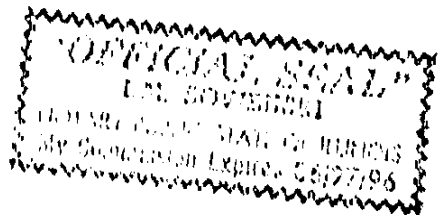
The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that the above named Gregory S. Kasprzyk **vice** President and J. MICHAEL WINTON **Secretary** of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO for the uses and purposes therein set forth.

SEP 7 1993

GIVEN under my hand and notary seal this _____ day of _____, 1993.

[SEAL]

[Signature]
NOTARY PUBLIC



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CHICAGO TITLE AND TRUST COMPANY

By: Deborah Heavin

DEBORAH HEAVIN

Its: ASST. VICE PRESIDENT

[CORPORATE SEAL]

ATTEST:

By: Karon Boudtort

Karon Boudtort

Its: ASST. SECRETARY

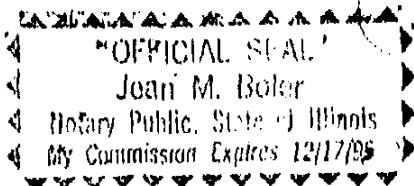
STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that the above named ASST. VICE PRESIDENT President and ASST. SECRETARY Secretary of CHICAGO TITLE AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 CHICAGO TITLE AND TRUST COMPANY for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 28th day of March, 1994

[SEAL]

Joan M. Boler
NOTARY PUBLIC



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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 5 IN THE SUBDIVISION OF LOTS 29 TO 34 INCLUSIVE, IN SHORDIN'S SUBDIVISION OF BLOCK 37 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1923 NORTH LINCOLN PARK WEST
CHICAGO, ILLINOIS 60614

PERMANENT INDEX NO.: 14-33-404-003

Handwritten initials

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60614

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