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RECORDATION REQUESTED BY:

Harris Bank Winnetka, N.A.
520 Green Bay Road
P.O. Box 216
Winnetka, IL 60093

WHEN RECORDED MAIL TO:

Harris Bank Winnetka, N.A.
520 Green Bay Road
P.O. Box 216
Winnetka, IL 60093

- DEPT-01 RECORDING \$23.50
- T46666 TRAN 2743 11/14/96 08:29:00
- 43982 ÷ IR *-96-868929
- COOK COUNTY RECORDER

6090003-4346

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Stephen M. Bindi
520 Green Bay Road
Winnetka, IL 60093



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 1996, BETWEEN American National Bank & Trust Co. of Chicago, as Trustee, (referred to below as "Grantor"), whose address is 33 N. LaSalle, Chicago, IL 60690; and Harris Bank Winnetka, N.A. (referred to below as "Lender"), whose address is 520 Green Bay Road, P.O. Box 216, Winnetka, IL 60093.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 2, 1990 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on January 16, 1991 as document 91025044 at Cook County, Illinois

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

Lots 8 through 12 inclusive in Block 46 in Elston Addition to Chicago, being a subdivision of part of Section 5, 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 1500 N. Kingsbury, Chicago, IL 60622. The Real Property tax identification number is 17-05-212-006, 007, 008, 009, and 010.

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

Extended Maturity Date.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

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09-01-1996
Loan No 6090005

MODIFICATION OF MORTGAGE (Continued)

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS TRUST #109086-06 AND DATED AUGUST 1, 1989.

BORROWER:

American National Bank & Trust Co. of Chicago AS Trustee

By: [Signature]

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is solemnly affirmed and sworn that all the warranties, covenants, conditions, and other obligations, undertakings and agreements herein contained as to the part of the Trustee are not personal to the undersigned Land Trustee and not personally enforceable against the undersigned Land Trustee. No personal responsibility is assumed by the undersigned Land Trustee as enforceable against the undersigned Land Trustee of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

Harris Bank Winnetka, N.A.

By: _____
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

On this 28 day of OCT 28 1996, before me, the undersigned Notary Public, personally appeared GREGORY S. KASPRZYK, _____ of American National Bank & Trust Co. of Chicago, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

