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COOK COUNTY RECORDER
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NOTE MODIFICATION AGREEMENT

Lakeside Bank (the "Lender"), an Illinois banking corporation and the undersigned, Donald C. Lisle and Carol Lisle, his wife (the "Borrower") agree as follows:

1. The BANK presently owns and holds Borrower's note, dated January 15, 1993, and payable to the BANK in the sum of \$200,000.00. The note is executed by Donald C. Lisle and Carol Lisle, his wife.
2. The note is secured by, a mortgage of same date conveying the premises commonly known as 2064 N. Lincoln Ave., Chicago, IL. The Mortgage was recorded with the Cook County Recorder of Deeds on January 22, 1993 as Document No. 93-058456, securing the real estate described in attached Exhibit "A". The Lender's mortgage lien (the "Lien") is insured under mortgage loan policy No. E1007173, dated January 22, 1993 issued by Stewart Title Guaranty Company, Inc., ("Title Insurer"). The Note, Mortgage and all other documents evidencing or securing the Loan (the "Loan Documents") are hereby incorporated herein by reference.
3. The Borrower has requested and the Lender has agreed that the terms of the Loan be modified. Accordingly, but subject to the conditions hereafter provided, the Note and Mortgage (and each of the other Loan Documents to the extent necessary to conform thereto) are hereby amended as follows:
 - (a) The note contract rate is decreased (from "Prime Rate Plus One Half") per annum to Prime Rate percent floating per annum effective January 11, 1996.
4. The BORROWER hereby warrants to the Lender that the title to the Premises and the priority of the Lien are in the same condition and subject to no exceptions other

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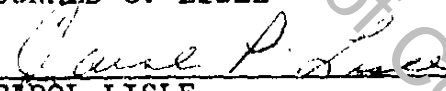
than as shown in the Loan Policy, except that the real estate taxes are currently paid and the Premises are free and clear from any mechanics' (or other) liens with respect to any construction work thereon.

5. The foregoing modification shall be effective as of the date hereof, all other provisions of the note shall remain in full force and effect; the execution hereon by the Borrower shall also constitute its direction upon the land trust to execute such documents reflecting this modification as the BANK may deem necessary of appropriate hereto.

Date this 8th day of February 1996.

BORROWERS:



DONALD C. LISLE


CAROL LISLE

LENDER:

LAKESIDE BANK

BY: 

PREPARED BY AND MAIL TO:

JOANN WONG
C/O LAKESIDE BANK
55 W. WACKER DRIVE
CHICAGO, IL 60601



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EXHIBIT "A"

Attached to and forming a part of a Note Modification Agreement, dated February 8, 1996 between Donald C. Lisle and Carol Lisle and Lakeside Bank.

LEGAL DESCRIPTION

The land referred to in this Policy is described as follows:

UNIT NO. 2064 TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS IN DICKENS POINTE TOWNHOMES CONDOMINIUMS, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88055099, IN J. WADDINGTON'S SUBDIVISION OF THE EAST 3 ACRES OF BLOCK 29 IN CANAL TRUSTEES SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Address: 2064 N. Lincoln
Chicago, IL

Permanent Tax No.: 14-33-131-053-1006

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Spring Hill, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donald C. Lisle and Carol Lisle who are personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Dated: 3-13-96

Spring Hill
NOTARY

My commission expires on 8-17-98

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