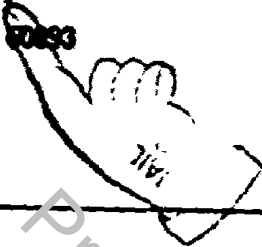


**RECORDATION REQUESTED BY:**

Harris Bank Winnetka, N.A.  
520 Green Bay Road  
PO Box 218  
Winnetka, IL 60093

**WHEN RECORDED MAIL TO:**

Harris Bank Winnetka, N.A.  
520 Green Bay Road  
PO Box 218  
Winnetka, IL 60093



6090005

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 FEBRUARY 1, 1997, 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, PO Box 218, 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 48 in Elston Addition to Chicago, being a subdivision of part of Section 5, Township 38 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 60642. 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.

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 #148885-06 AND DATED AUGUST 1, 1988.

**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 expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee in its capacity as Trustee and not personally. No personal liability of personal responsibility is assumed by or on behalf of the Trustee to be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

**LENDER:**

~~Harris Bank Winnetka, I.A.~~

By: ~~Authorized Officer~~

**CORPORATE ACKNOWLEDGMENT**

STATE OF Illinois

COUNTY OF Cook

On this 6<sup>th</sup> day of May, 19 97, before me, the undersigned Notary Public, personally appeared Fredrick Kasper - Vice President 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 American Natl. Bk.

Notary Public in and for the State of Ill.

My commission expires \_\_\_\_\_

