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This document was prepared
by and after recording mail to:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO
23 North LaSalle Street 31 N RANDALL Rd
Chicago, Illinois 60690 ELK GROVE, ILL
60007
Attention: Kevin Bolger

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

07-16-97 13:50
RECORDING 25.00
MAIL 0.50
97508834

MODIFICATION AGREEMENT
(Mortgage)

THIS MODIFICATION AGREEMENT is effective as of June 30, 1997, between James D. Thybony and Robin K.R. Thybony (hereinafter referred to collectively as "Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Bank").

WITNESSETH:

WHEREAS, Borrower executed in favor of Bank, a Mortgage dated February 1, 1996 (referred to herein, together with all amendments and modifications, as the "Mortgage") recorded on April 23, 1996 in Cook County, Illinois, as Document No. 96303704, concerning real estate, legally described in Exhibit A attached hereto and incorporated herein;

WHEREAS, the note secured by the Mortgage has matured and Borrower executed a renewal Note dated June 30, 1997 in the principal amount of Three Hundred and Thirty Thousand and No/100 (\$330,000.00); and

WHEREAS, the parties hereto have agreed to modify certain terms of the Mortgage as herein set forth:

NOW THEREFORE, in consideration of the above recitals and the mutual promises and agreements hereinafter made by and between the parties hereto, the parties do hereby mutually promise and agree as follows:

1. The Mortgage shall secure the renewal Note executed by Borrower in favor of Bank dated June 30, 1997, in the principal sum of Three Hundred and Thirty Thousand and No/100 Dollars (\$330,000.00), including any and all amendments, modifications, substitutions or replacements.
2. Except as specifically amended herein, the Mortgage remains in full force and effect and is hereby ratified and confirmed in its entirety by the parties hereto.
3. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Mortgage.
4. This Agreement shall be incorporated into and made a part of the Mortgage, as amended, and all other related documents executed by Borrower.

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5. Borrower hereby agrees to execute and deliver, or cause to be executed and delivered, to Bank such additional documentation as Bank shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Bank by or on behalf of Borrower.

6. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

7. This Agreement shall inure to the benefit of Bank's successors and assigns, and shall be binding upon the successors and assigns of Borrower.

IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

Borrower:

James D. Thybony

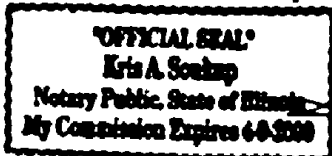
JAMES D. THYBONY
Robin K. R. Thybony

ROBIN K. R. THYBONY

STATE OF Illinois)
) SS:
COUNTY OF Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that **James D. Thybony** and **Robin K. R. Thybony** 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 foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of June, 1997.



Kris A. Soukup

Notary Public

Accepted and Agreed:

Lender:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: *Paul E. [Signature]*

Its: *f.p.*

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EXHIBIT A
TO
MODIFICATION AGREEMENT

LEGAL DESCRIPTION

UNIT 927-3 AND G-15 IN MICHIGAN GROUP CONDOMINIUMS, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 5 TO 7 AND LOT 8 (EXCEPT THE SOUTH 6 INCHES THEREOF) IN BLOCK 3 IN RESUBDIVISION OF BLOCKS 3 AND 5 IN GIBBS, LADD AND GEORGE'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24621965, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Commonly known as: 927 Michigan, Evanston, IL 60202
Tax Number(s): 11-19-224-029-1011 +
11-19-224-029-1026

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