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DEPT-01 RECORDING \$25.00
T#0012 TRAN 6447 08/26/97 15:24:00
69476 CG *-97-628417
COOK COUNTY RECORDER

74-38218 L

MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This Indenture, made this 3rd day of July, 1997, by and between COLE TAYLOR BANK, the owner of the mortgage or trust deed hereinafter described, and Cole Taylor Bank as T/U/T No. 93-2077, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Cole Taylor Bank as T/U/T No. 93-2077 dated July 1, 1993 secured by a mortgage or trust deed in the nature of a mortgage recorded July 9, 1993, in the office of the Recorder of Deeds of Cook County, Illinois, as document No. 93526107 and modified and extended by Agreement dated August 8, 1994 recorded on August 23, 1994 by the office of the Recorder of Deeds of Cook County, Illinois, as document No. 94761238 and modified and extended by Agreement dated June 15, 1995 recorded on September 8, 1995 by the office of the Recorder of Deeds of Cook County, Illinois, as document No. 95602309 and modified and extended by Agreement dated January 15, 1996 recorded on March 28, 1996 by the office of the Recorder of Deeds of Cook County, Illinois, as document No. 96237276 and modified and extended by Agreement dated October 1, 1996 recorded on November 26, 1996 by the office of the Recorder of Deeds of Cook County, Illinois, as document No. 96901003 and modified and extended by Agreement dated December 30, 1996 recorded on April 21, 1997 by the office of the Recorder of Deeds of Cook County, Illinois, as document No. 97274866 and conveying to COLE TAYLOR BANK certain real estate in Cook County, Illinois described as follows:

The North 110.0 feet (except the West 33.0 feet thereof taken for street) of Lot 17, and the North 100.0 feet of Lot 18 (excepting therefrom the east 125 feet of the south 25 feet) in Block 5 in United States Bank Addition to Chicago, in the Southeast 1/4 of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

P.I.N Nos: 17-28-415-001; 17-28-415-002; 17-28-415-005

Property address: 333 West 28th Place, Chicago, Illinois

2. The amount remaining unpaid on the indebtedness is \$523,187.06.

3. Said remaining indebtedness of \$523,187.06 shall be paid on or before **October 1, 1997**, and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until **October 1, 1997**.

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MORTGAGE MODIFICATION ND EXTENSION AGREEMENT PAGE 2

at the rate of one and one-half per cent (1 1/2%) in excess of Cole Taylor Bank's prime rate per annum, and thereafter until maturity of said principal sum as hereby extended, and after maturity at the rate of four (4%) per cent in excess of Cole Taylor Bank's prime rate per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Cole Taylor Bank 5501 West 79th Street, Burbank, Illinois 60459.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.

5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors of said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

COLE TAYLOR BANK AS TRUSTEE UNDER
TRUST NO. 93-2077

BY: *Marlene Edwards*
Trust Officer

ATTEST: *Janet L. [Signature]*
Trust Officer

(06981MOD.SAM)

This document was prepared by and RETURN RECORDED DOCUMENT TO:

Cole Taylor Bank
5501 W. 79th Street
Burbank, IL. 60459
4th Floor
Attn: Carole Dansky

BOX 333-CTI

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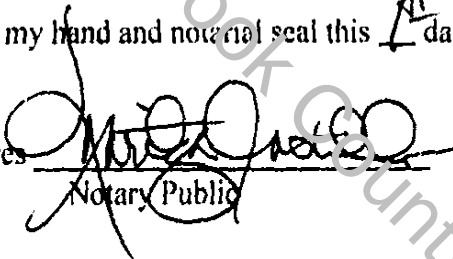
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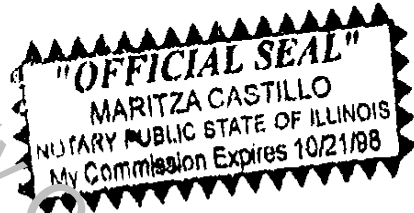
STATE OF Illinois
) SS.
COUNTY OF Cook)

MARITZA CASTILLO
I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that MARTIN S. EDWARDS, (Title) TRUST OFFICER, and JACKLIN ISHA, (Title) TRUST OFFICER of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~TRUST OFFICER~~ and ~~TRUST OFFICER~~ respectively, 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 said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of Aug, 1997.

My commission expires _____


Notary Public



Cook County Clerk's Office

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