

This instrument was prepared by, and after recordation should be returned to
Brandon S. Abraham
Corus Bank, N.A.
3959 N. Lincoln Avenue
Chicago, IL 60613

4864/0016 45 001 1997-12-23 11:18:38
Cook County Recorder \$9.00

Note # 32993

**SECOND NOTE, MORTGAGE AND LOAN AGREEMENT
MODIFICATION AGREEMENT**

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THIS AGREEMENT made this first day of December 1997, by and between Mark B. Weiss, Marilyn D. Egel, Seeley Avenue L.L.C., an Illinois limited liability company (the "Maker"), The Chicago Trust Company, not personally but as Trustee under Trust Agreement dated May 7, 1996 and known as Trust No. 1102180 (the "Trust", and together with the Maker, the "Borrower"), and Corus Bank, N.A. (the "Lender" or the "Bank")

WITNESSETH:

WHEREAS, the Bank is the owner and holder of a certain Promissory Note (hereinafter referred to as "Note") in the original principal amount of Six Hundred Nineteen Thousand Dollars (\$619,000.00) from the Debtor dated June 19, 1996 payable to the order of the Bank, as amended by the First Note, Mortgage and Loan Agreement dated July 1, 1997 wherein the maturity date of the Note was extended to December 31, 1997; and

WHEREAS, the Note is secured inter alia by a Construction Mortgage on the real property described in Exhibit "A" hereto (the "Premises") from the Trust to Lender, dated June 19, 1996 and recorded on June 24, 1996 as Document No. 96-485553 in the Cook County Recorder's Office and an Assignment of Leases and Rents on the Premises from the Trust to Lender, dated June 19, 1996, and recorded on June 24, 1996 as Document No. 96-485554 in the Cook County Recorder's Office (collectively, the "Mortgage"); and

WHEREAS, Debtor has requested Bank to modify the terms of said Note in the manner described below,

NOW, THEREFORE, for value received, receipt of which is hereby acknowledged, Debtor and Bank agree to modify the terms of said Note as follows:

- I. The Maturity Date is hereby extended from December 31, 1997 to July 1, 1998.
- II. The Interest Reserve is hereby increased by \$10,000.00.

All other terms, provisions and conditions of this Note, as modified and further modified hereby, shall remain unchanged and are hereby ratified and confirmed. This Agreement shall be attached to and made a part of the Note, as modified.

Debtor warrants that the Note, as modified and further modified hereby, is valid, binding and enforceable according to its terms.

BOX 333-CTI

File 7602691 DI 3-7 DWIGAN

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IN WITNESS WHEREOF, this Modification Agreement is executed by The Chicago Trust Company, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and The Chicago Trust Company hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee or on The Chicago Trust Company personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder and that so far as said Trustee and The Chicago Trust Company personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the Premises hereby conveyed for the payment thereof, by enforcement of the lien hereby created, in the manner herein and in said Note provided, by action against any other security given to secure the payment of said Note and by action to enforce the personal liability of the Co-Makers or Guarantors of said Note, if any.

IN WITNESS WHEREOF, the parties have executed this Second Note, Mortgage and Loan Agreement Modification Agreement as of the day and year above first written.

Accepted and acknowledged this 17th
day of DECEMBER 1977.

CORUS BANK, N.A.

By: [Signature]

Title: Vice President

BORROWER:

[Signature]
Mark B. Weiss, individually

[Signature]
Marilyn D. Egel, individually

Seeley Avenue L.L.C., an Illinois limited liability company

By: [Signature]
Its: Manager

The Chicago Trust Company, not personally but as Trustee as aforesaid.

By: [Signature]
Its: [Signature]

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

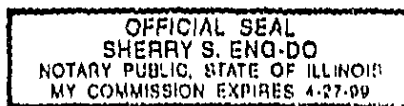
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Mark B. Weiss, the Manager of Seeley Avenue L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and, as such Manager, acknowledged to me that he signed and delivered said instrument as his 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 12th day of December, 1997.

Sherry S. Eng-Do
Notary Public

My Commission Expires:

4-27-99



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

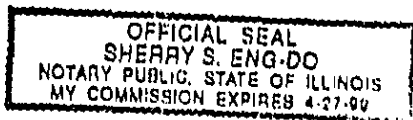
I, Sherry S. Eng-Do, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John R. Markowicz of CORUS BANK, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said association, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of December, 1997.

Sherry S. Eng-Do
Notary Public

My Commission Expires:

4-27-99



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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Martha Lopez, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that CARMELLE ZAMBELLA, of The Chicago Trust Company, not personally, but as Trustee u.t.a. dated 5/7/96 a/k/a Trust No. 1102180, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of December, 1997.

Martha Lopez
Notary Public, State of Ill.

[Signature]
Notary Public

My Commission Expires:

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LEGAL DESCRIPTION

LOT 3 IN RICHARD A. DESHON'S SUBDIVISION OF LOT 2 OF BLOCK 11
OF COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST
1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4420-22 North Seeley Avenue, Chicago, Illinois

Pin number: 14-18-133-025-0000

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