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DEPT-01 RECORDING \$27.50
 140008 TRAN 4359 03/10/97 14:00:00
 42530 : BJ *-97-152677
 COOK COUNTY RECORDER

MORTGAGE
 CORPORATE BORROWER

97162677

MORTGAGE MODIFICATION AGREEMENT

WHEREAS, DOWNERS GROVE NATIONAL BANK, a national banking association, loaned EAGLE EYE CONSTRUCTION CO., INC. the sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$ 750,000.00), as evidenced by a note, and secured by a mortgage signed by DOWNERS GROVE NATIONAL BANK AS TRUSTEE UNDER TRUST #93-237 DATED 04/22/93 and delivered on DECEMBER 17, 1996, which document is duly recorded in the office of the Recorder of Deeds, COOK County, Illinois, as Document No. 97-022485, which note and mortgage hereby incorporated herein as a part of this instrument, and

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WHEREAS, the property is legally described as follows:

See Exhibit "A" attached

DEPT-01 RECORDING \$27.50
 140008 TRAN 4363 03/10/97 14:26:00
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WHEREAS, the undersigned owner of said premises, desires a modification of the terms of said loan and said DOWNERS GROVE NATIONAL BANK, has agreed to the terms of said loan modification as herein stated; and

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WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding or the matter,

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of

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said indebtedness is OF UP TO ONE MILLION AND NO/100 (DOLLARS) (\$1,000,000), all of which the undersigned promises to pay with interest at PRIME + 1.5 percent per annum until paid, and that the same shall be payable in the amount of INTEREST ONLY, PAYABLE MONTHLY, beginning on MARCH 30, 1997, to be applied first to interest, and the balance to principal. Any remaining unpaid principal and interest shall become due in full at maturity. This indebtedness is continued by a renewed and increased note for \$1,000,000 dated February 10, 1997.

It is further agreed that all terms and conditions contained in said note and mortgage not herein specifically modified, shall remain in full force and effect.

Signed, sealed and delivered this 10th day of February, 1997.

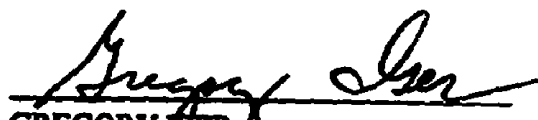

DOWNS GROVE NATIONAL BANK
AS TRUSTEE UNDER TRUST #93-237
Assistant Vice President and Trust Officer
DOWNS GROVE NATIONAL BANK, as Mortgagee

This document is signed by Downers Grove National Bank, not individually, but solely as Trustee under the Trust Agreement. Said Trust Agreement is hereby modified by this document. Said modification may result from the herein stated terms and conditions which may be held as Trustee by Downers Grove National Bank, or its successors and assigns. The undersigned hereby agrees to be bound by the terms and conditions of this document. The undersigned hereby agrees to be bound by the terms and conditions of this document. The undersigned hereby agrees to be bound by the terms and conditions of this document. The undersigned hereby agrees to be bound by the terms and conditions of this document.

BY: Charles E. Anderson, Sr. II

CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including any original unreleased borrower or borrowers hereby consent to the foregoing loan modification.


GREGORY SER

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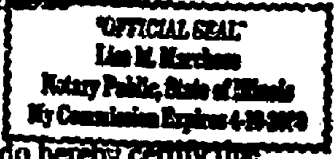
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STATE OF ILLINOIS
COUNTY OF DeKalb

I, The undersigned, a Notary Public in and for said County and State, do hereby certify that Regina J. [unclear] ~~Trustee~~ **TRUSTEE** of Downers Grove National Bank, 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 so that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Trustee then and there acknowledged that she as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

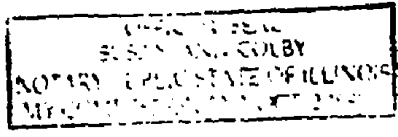
Given under my hand and notarial seal this 10th day of February 19 97.
[Signature]
Notary Public

STATE OF ILLINOIS
COUNTY OF DuPage



I, the undersigned, a Notary Public in and for said County and State, do hereby certify that CHARLES E. SMITH, SENIOR VICE PRESIDENT of DOWNERS GROVE NATIONAL BANK, a national corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being duly authorized, signed and delivered 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.

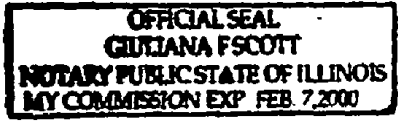
Given under my hand and notarial seal this 10th day of February 19 97.
[Signature]
Notary Public



STATE OF ILLINOIS
COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that GREGORY ISER, personally known to me to be the same person(s) whose name IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of February 19 97.
[Signature]
Notary Public



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UNIT 6749-2E AND G-60 IN EAGLE'S NEST CONDOMINIUMS OF TINLEY PARK, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN EAGLE'S NEST UNIT 2 RESUBDIVISION, BEING A SUBDIVISION IN SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 26, 1993 AS DOCUMENT 93-259224, IN COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME.

P.I.N. 28-31-416-004

PROPERTY COMMONLY KNOWN AS: 6749 WHITE TAILED LANE, UNIT 2E
TINLEY PARK, IL

INITIALS 

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