

This instrument prepared /
by and after recording /
return to: /
James Ozimek /
American National Bank /
One N. Dunton Avenue /
Arlington Hts., Il. 60005 /

MP 2015966

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

MODIFICATION AGREEMENT

This Modification Agreement is effective as of this 23rd day of June, 1998, between Douglas N. Dohrn, Sr. and Susan M. Dohrn, each individually (hereinafter collectively referred to as "Mortgagor") and American National Bank and Trust Company of Chicago (hereinafter referred to as "Lender").

WITNESSETH

WHEREAS, on April 3, 1996, Mortgagor executed in favor of Lender, a Mortgage (the "Mortgage") and Assignment of Rents and Leases (the "Assignment") subsequently recorded on April 4, 1996 in Cook County, Illinois as Document Numbers 96258433 and 96258434, respectively, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein. The Mortgage and Assignment was given by Mortgagor to secure payment to Lender of a note dated April 3, 1996 in the principal sum of ONE HUNDRED FORTY EIGHT THOUSAND AND NO/100 DOLLARS (\$148,000.00) (the "Original Note") executed by Mortgagor; and

WHEREAS, Mortgagor has executed a new note dated as of June 23, 1998 in the principal sum of ONE HUNDRED SIXTY FOUR THOUSAND AND NO/100 DOLLARS (\$164,000.00), which replaces and restates the Original Note, and is referred to hereinafter as the "Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and


WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage and Assignment as herein set forth; and

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage and Assignment as follows:

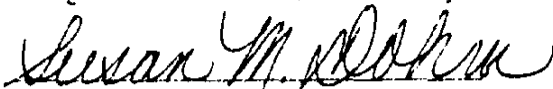
1. The foregoing recitals are hereby incorporated into this Modification.
2. The principal amount of the Mortgage and Assignment are hereby amended to \$164,000.00.
3. The Mortgage and Assignment securing the Note are valid and subsisting lien on the premises described in the Mortgage.
4. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note, Mortgage and Assignment.
5. This Modification shall be incorporated into and made a part of the Mortgage and Assignment as amended, and all other related loan documents executed by Mortgagor.
6. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Lender such additional documentation as Lender shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Lender by or on behalf of Mortgagor.
7. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
8. This Modification shall inure to the benefit of Lender's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

"MORTGAGOR"



Douglas N. Dohrn, Sr., Individually

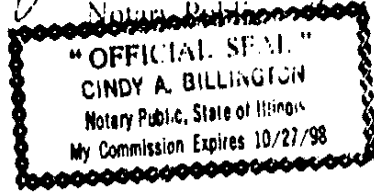


Susan M. Dohrn, Individually

STATE OF ILLINOIS)
)SS.
COUNTY OF _____)

This instrument was acknowledged before me on 6/24/98 (date) by
Douglas N. Dohrn, Sr. and Susan M. Dohrn, each individually.

Cindy A. Billington



"LENDER"

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

BY: *[Signature]*

ITS: CBO

STATE OF ILLINOIS)
)SS.
COUNTY OF DeKalb)

This instrument was acknowledged before me on 6/24/98 (date) by
Tully Kar (name of person) as CBO (type of
authority) of American National Bank and Trust Company of Chicago.

Cindy A. Billington

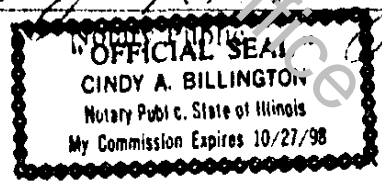


EXHIBIT "A"
TO
MODIFICATION AGREEMENT
DATED JUNE 23, 1998

LEGAL DESCRIPTION:

PARCEL 1:

(EXCEPT THE EASTERLY 209.99 FEET AND EXCEPT THE WESTERLY 72.0 FEET OF THE NORTHERLY 125.0 FEET SOUTH OF GRAND AVENUE) OF SUB-LOT 4 IN COUNTY CLERK'S DIVISION OF THAT PART SOUTH OF GRAND AVENUE OF LOT 2 (EXCEPT A. C. SCHMIDT'S SUBDIVISION) IN ASSESSOR'S DIVISION OF FRACTIONAL WEST 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO PARCEL 1 FOR INGRESS AND EGRESS OVER THE SURFACE OF THE LAND DESCRIBED AS FOLLOWS:

THE EASTERLY 12 FEET OF THE WESTERLY 72 FEET OF THE NORTHERLY 125 FEET SOUTHERLY OF GRAND AVENUE OF SUB-LOT 4 IN COUNTY CLERK'S DIVISION OF THAT PART SOUTH OF GRAND AVENUE OF LOT 2 (EXCEPT A.C. SCHMIDT'S SUBDIVISION) IN ASSESSOR'S DIVISION OF FRACTIONAL WEST 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CREATED BY DECLARATION OF EASEMENT MADE BY MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 24, 1987 AND KNOWN AS TRUST NUMBER 87-09-5315 RECORDED APRIL 3, 1996 AS DOCUMENT 96258431.

COMMONLY KNOWN AS: 8517C WEST GRAND AVENUE, RIVER GROVE, ILLINOIS

PIN NUMBER (S): 12-26-309-061-0000