

RECORDATION REQUESTED BY:

HARRIS BANK
GLENCOE-NORTHBROOK, N.A.
333 PARK AVENUE
GLENCOE, IL 60022

WHEN RECORDED MAIL TO:

HARRIS BANK
GLENCOE-NORTHBROOK, N.A.
333 PARK AVENUE
GLENCOE, IL 60022

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: HARRIS BANK GLENCOE-NORTHBROOK, N.A.
333 PARK AVENUE
GLENCOE, IL 60022



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 1998, BETWEEN CUMMINS WINNETKA GALLERIA L.L.C. (referred to below as "Grantor"), whose address is 720 ROGER AVE, KENILWORTH, IL 60043; and HARRIS BANK GLENCOE-NORTHBROOK, N.A. (referred to below as "Lender"), whose address is 333 PARK AVENUE, GLENCOE, IL 60022.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 6, 1998 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

CERTIFIED AS RECORDED DOCUMENT #7730034 BY CHICAGO TITLE AND TRUST COMPANY

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

PARCEL 1: LOT 15 (EXCEPT THAT PART LYING WEST OF A LINE 50 FEET NORTHEASTERLY OF AND PARALLEL WITH EASTERLY LINE OF CHICAGO AND NORTHWESTERN RAILROAD COMPANY RIGHT OF WAY) IN BLOCK 13 IN WINNETKA PARK BLUFFS BEING A SUBDIVISION BY WILLIAM CAIRNDUFF OF PART OF SECTIONS 16, 17, 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; PARCEL 2: LOT 11 (EXCEPT WESTERLY 50 FEET THEREOF) IN BLOCK 12 IN PARK ADDITION TO WINNETKA SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTION 16, 17, 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; PARCEL 3: THE SOUTH 5 FEET OF LOT 6 IN LEWIS D. WEBSTERS RESUBDIVISION OF BLOCK 11 (EXCEPT THE NORTH 75 FEET THEREOF) AND OF LOTS 6, 8, 9 AND 10 IN BLOCK 12 IN PARK ADDITION TO WINNETKA AFORESAID, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 562-572 LINCOLN AVENUE, WINNETKA, IL 60093. The Real Property tax identification number is 05-20-203-013; 05-20-203-014; 05-20-203-016.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

TO INCREASE THE PRINCIPAL AMOUNT FROM \$250,000.00 TO \$350,000.00..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future

Handwritten notes: 5/15/98, SP3, m, RW

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Loan No 00-003920

MODIFICATION OF MORTGAGE (Continued)

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modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CUMMINS WINNETKA GALLERY L.L.C.

By: [Signature]
CUMMINS GROUP MANAGER L.L.C., PETER B. CUMMINS MANAGER, Manager

LENDER:

HARRIS BANK GLENCOE-NORTHBROOK, N.A.

By: [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

On this 8th day of June, 19 98, before me, the undersigned Notary Public, personally appeared **CUMMINS GROUP MANAGER L.L.C., PETER B. CUMMINS MANAGER, Member of CUMMINS WINNETKA GALLERY L.L.C.**, and known to me to be member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____

“OFFICIAL SEAL”
Stephen M. Bindi
Notary Public, State of Illinois
My Commission Expires 10/12/99

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) ss

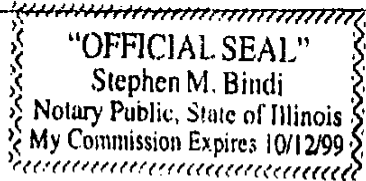
COUNTY OF Cook)

On this 8th day of June, 19 98, before me, the undersigned Notary Public, personally appeared Robert Gese and known to me to be the _____ authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Notary of Cook County Clerk's Office

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