

This instrument prepared /
by and after recording /
return to: /
Tanya A. Thomas /
American National Bank /
Division 251 /
120 S. LaSalle Street /
Chicago, IL 60603 /

**MODIFICATION AGREEMENT
(Mortgage)**

This Modification Agreement is effective as of this 30th day of June, 1998, between **MID-CITY PARKING, INC.**, an Illinois corporation (hereinafter referred to as "Mortgagor") and **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** (hereinafter referred to as "Mortgagee").

WITNESSETH

(5)

WHEREAS, on July 16, 1996, Mortgagor executed in favor of Mortgagee, a Mortgage (the "Mortgage") subsequently recorded on February 13, 1997 in Cook County, Illinois as Document Number 97103275, concerning real estate, legally described in Exhibit "A" attached hereto and incorporated herein. The Mortgage was given by Mortgagor to secure payment to Mortgagee of a note dated July 16, 1996 in the principal sum of **SIX HUNDRED FIFTY FOUR THOUSAND ONE HUNDRED EIGHTY ONE AND 08/100 DOLLARS (\$654,181.08)** (the "Original Note") executed by Mortgagor; and

WHEREAS, Mortgagor has executed a new note dated as of **June 30, 1998** in the principal sum of **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00)**. This new note and the Original Note are collectively 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 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 as follows:

1. The principal amount of the Mortgage is hereby amended to **\$1,054,181.08**.

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- 2. The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
- 3. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note and Mortgage.
- 4. This Modification shall be incorporated into and made a part of the Mortgage and Note, as amended, and all other related loan documents executed by Mortgagor.
- 5. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Mortgagee such additional documentation as Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Mortgagee 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 Mortgagee'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"

MID-CITY PARKING, INC

BY: William Sumpf

ITS: President

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STATE OF ILLINOIS)
)SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that William Sommerfeld, personally known to me to be the President of Mid-City PARKING, a(n) _____ corporation, appeared before me this day in person and severally acknowledged that as such _____ he signed and delivered the said instrument as _____ and _____ of said Corporation pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17 day of July, 19 98.



Loraine Geraci
Notary Public

My Commission Expires: 11 20 2001

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"MORTGAGEE"

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: [Signature]

ITS: Officer

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 KAROL UHLER, as OFFICER of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this day in person and acknowledged that as such OFFICER that he/she signed and delivered the said instrument as OFFICER of said Corporation pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of JULY, 1998.

[Signature]
Notary Public

OFFICIAL SEAL
DONNA LEE HELDEBRAND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/19/01

My Commission Expires: 12/19/01

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EXHIBIT "A"
TO
MODIFICATION AGREEMENT
DATED JUNE 30, 1998

LEGAL DESCRIPTION:

LOTS 13, 14, 15, 16 AND 17 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 955 Weed Street, Chicago, Illinois

PIN NUMBER: 17-05-213-031-0000

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