

PREPARED BY:
Gregory A. Kwasny
(DOC PREP CENTER)

1997 08 21 09:45:31

WHEN RECORDED RETURN TO:

The First National Bank of Chicago
Three First National Plaza
Chicago, Illinois, 60670
ATTN: Charles K. Perkins



MODIFICATION AGREEMENT

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This Agreement (hereinafter the "Agreement") is made and entered into as of the 11th day of August, 1997 by and between The First National Bank of Chicago, a national banking association, having its principal office at One First National Plaza, Chicago, Illinois 60670 (herein the "Mortgagee"), and David C. Flemming, (herein the "Mortgagor").

WITNESSETH

PUBLIC SERVICES # 6-211-51

Whereas, the Mortgagor have executed and delivered to the Mortgagee a Mortgage dated April 18, 1996, recorded on May 29, 1996, in the Recorder's Office of Cook County, Illinois as Document Number 96-405641, on real estate more fully described below (the "Premises");

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTHERLY TO A POINT 10.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE EASTERLY TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 7 TO THE PLACE OF BEGINNING; ALSO, THAT PART OF LOTS 8 AND 9 IN AFORESAID, SUBDIVISION WHICH LIES NORTHEASTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 9, SAID POINT BEING 120.00 FEET NORTHEASTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 9; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 96 DEGREES, WITH THE SOUTHEASTERLY LINE OF SAID LOT 9, A DISTANCE OF 75.00 FEET, THENCE SOUTHERLY 28.00 FEET TO A POINT, SAID POINT BEING 77.00 FEET NORTHWESTERLY OF THE SOUTHWESTERLY LINE OF SAID LOT 9 (MEASURED PARALLEL WITH THE LAST DESCRIBED LINE); THENCE SOUTHWESTERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 8, SAID POINT BEING 153.10 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 9, (MEASURED ON THE SOUTHERLY LINE OF SAID LOTS 8 AND 9); (EXCEPT THAT PART OF LOT 9 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 120.00 FEET NORTHEAST OF THE SOUTHEAST CORNER OF THE SOUTHEAST LINE OF LOT 9; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 96 DEGREES WITH THE SOUTHWESTERLY LINE OF SAID LOT 9, A DISTANCE OF 37.50 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 TO THE NORTH LINE OF LOT 9 THENCE SOUTHEASTERLY A DISTANCE OF 37.50 FEET ALONG THE NORTH LINE OF LOT 9 TO THE SOUTHEASTERLY LINE OF LOT 9, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 9 A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING, AND EXCEPT THAT PART OF LOTS 7, 8, AND 9 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 7; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 8, A DISTANCE OF 10.09 FEET TO THE NORTHEAST CORNER OF LOT 9; THENCE EAST ALONG THE NORTHERLY LINE OF LOT 9, A DISTANCE OF 8.40 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 96 DEGREES WITH THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 28.45 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 84 DEGREES WITH THE LAST DESCRIBED LINE, A DISTANCE OF 37.70 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 92 DEGREES 29 MINUTES 48 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 34.86 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 89

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DEGREES 51 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 21.00 FEET TO A POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

Commonly known as 6223 North McClellan, Chicago, IL 60646
Tax Parcel Identification Numbers: 13-05-204-017-0000

Now, Therefore, in consideration of the mutual promises and covenants of the parties hereto, it is agreed Exhibit A shall begin with and include the following paragraph:

THAT PART OF LOT 7 IN BLOCK 11 IN "EDGEWATER" A SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF BILLY CALOWELL'S RESERVE, IN TOWNSHIP 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF, RECORDED FEBRUARY 16, 1895, AS DOCUMENT NUMBER 2174831, DESCRIBED AS FOLLOWS:

Except where the context otherwise may require, it is agreed that the terms "Lender", "Mortgagee", and "Bank" when used and appearing in the Note, the Mortgage as amended and modified and by this Modification Agreement shall be construed as and mean The First National Bank of Chicago.

It is further agreed as between the Mortgagor and Mortgagee that neither the repayment of the indebtedness evidenced by the Revolving Business Credit Note, nor the obligations of the Mortgage or other security given to secure same, shall in any way be prejudiced by this Agreement, said Mortgage being intended to be modified only to the extent therein and herein mentioned and said Mortgage to continue and remain in full force and effect. The parties hereto hereby ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Mortgage as modified by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

Mortgagee:

The First National Bank of Chicago

By:

Mark A. Gehrig
Charles K. Perkins
Printed Name
Mark A. Gehrig
Asst. Vice President
Title

Mortgagor(s):

David C. Flemming
David C. Flemming
Printed Name

ATTEST: Elizabeth M. Johnston

Its: Customer Service Administrator

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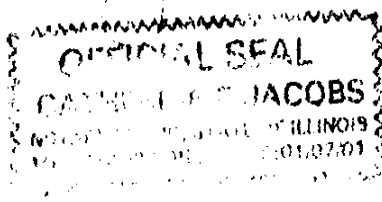
State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mark Gehring and Christy Johnson respectively, are the Asst. Vice Pres. and Customer Service Advisor of The First National Bank of Chicago, a national banking association, thereof are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of The First National Bank of Chicago for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of October, 1997.

[Signature]
Notary Public

My Commission expires: 11/11/01



State of Illinois)
) SS
County of Cook)

I, [Signature] a Notary Public in and for said County, in the State aforesaid, do hereby certify that David C. Flemming, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11 day of October, 1997.

[Signature]
Notary Public

My Commission Expires: 11/11/01

