Box for Recorder's Use Only

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MORTGAGE MODIFICATION AGREEMENT

To Sallo Mational Trust, 59.4, on unconsider Trust-oillo

This Mortgage Spidification Agreement is dated November 3, 1997, and is between LaSalle Northwest National Bank fikla Northwest National Bank, as Trustee under Trust Agreement dated May 8, 1978 and known as Trust No. 4663 (referred to below as "Borrower") whose address is 4747 West Irving Park Road, Chicago, Illinois 60641, and Firstar Bank Illinois fikla Colonial Bank (referred to below as "Lender") whose address is 30 North Michigan Avenue, Chicago, Illinois 60602.

WHEREAS, Borrower executed a fairtgage dated June 22, 1994 which was recorded in the Office of the Cook County, Illinois accorder of Deeds on June 30, 1994 as Document No. 94571275;

WHEREAS, the Mortgage grants to Lender a Mortgage and security interest in the real estate described as follows:

LOTS 16 AND 17 IN BLOCK 28 IN WALKER SUEDIVISION OF BLOCKS 1 TO 31 IN W.B. WALKER ADDITION IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The subject property is located in Cook County, Illinois and is commonly wown as 4052-54 North Elston, Chicago, Illinois 60618. The real property tax identification number of the subject property is 13-14-331-024;

WHEREAS, Borrower, Lender, Luczak Brothers, Inc. and James W. Luczak, as guarantor, have executed an Extension and Modification Agreement dated November 3, 1997 and have agreed to modify the Mortgage as set forth below.

MODIFICATION: The Mortgage dated June 22, 1994 and recorded as Document No. 94571275 is hereby modified as follows:

1. All references to "Colonial Bank" are hereby deleted and replaced with Firstar Bank Illinois formerly known as Colonial Bank."

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The definition of the word "Note" in the "Definitions" section on the first page is deleted in its entirety and is replaced with the following:

The word "Note" means the Promissory Note dated June 22, 1994 in the original principal amount of \$161,250.00, as modified by that Extension and Modification Agreement dated November 3, 1997, plus all renewals. extensions, refinancings, modifications and substitutions thereof. As of November 3, 1997, the outstanding principal balance was in the amount of \$129,474.80. Interest accrues after November 1, 1997 at the rate of 9.5 percent per year.

Add a new paragraph as follows:

Maximum Amount Secured. The maximum amount secured by this Mortgage is in the statum of \$900,000.00.

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 Agreement does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to take any future modifications. Nothing in this modification shall constitute a satisfaction of the Promissory Note or other credit agreement secured by the Motteree. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties to and guarantors of the Note, 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. This waiver applies not only to any initial extension or modification, but to all such subsequent actions.

Barrower acknowledges having read all the provisions of this Mortgage Modification Agreement, and agrees to its termis. Borrower is executing this modification, not personally, but as Trustee under the Trust Agreement describes as Trust No. 4663 and dated May 8, 1978.

BORROWER:

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LASALLE NORTHWEST NATIONAL Bank-1/1/2 Northwest National BANK, as Trustee under Trust Agreement dated May 8, 1978 and known as Trust No. 4663 -00 . tentes a strested and auf adri hab LENDER:

FIRSTAR BANK ILLING'S f/k/a

COLONIAL BANK

David C. Peck

Vice President/Special Loan Group

By: Rossey Color Reserved

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STATE OF ILLINOIS)) \$\$	
COUNTY OF COOK)	
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L KATHI	LEEN E BYE	a Notary Public in and for said County, in the
State aforesaid, do her	eby certify that BOS	a Notary Public in and for said County, in the EMARY COLL VS LaSalle Northwest National
Bank-f/k/a Northwest	National Bank, as 1	Trustee under Trust Agreement dated May 8,
1975 226 known 25 Tr	No. 4005 , person	nally known to me to be the same person whose tent as such appeared before me
		te/she signed and delivered the said instrument
		as the free and voluntary act of said bank, as
Trustee, for the uses a	nd purposes therein	set forth.
	A . A . A A	eal this 10 day of November, 1997.
Gived uncer in s	nang ang notatial s	eal tals day of Movember, 1997;
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		Medler & Sys
	Intalica	NOTARY PUBLIC
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STATE OF ILLINOIS)	The Commission Expired 1323/93
COUNTY OF COOK	<) 5S	
COUNTY UF-EGOK)	45
1. Duzar	THE NUSTRA!	a Notary Public in and for said County, in the wid C. Pech, of Figura Bank Illinois 1/k/a
State aforesaid, do he	redy certify that Di	wid C. Peck, of Firster Bank Illinois f/k/a
Colonial Bank, an Illi	inois banking corpor	ration personally kaon to me to be the same
		going instrument as such Vice President/Special in person and acknowledged that he signed and
delivered the said ins	trument as his own	free and voluntary act, and so the free and
voluntary act of said c	orporation, for the u	ses and purposes therein set forth
#1 wadaa		this 11 day of November, 1997.
Given under my na	ing the Bestial Rest	tills 17 day or November, 1997.
		a_Ast
	al 1	- Steel
	9/1/99	notary public
My Commission Expire	es:	
		OFFICIAL SEAL
		Notary Public, State of Bands
		My Commission Explosis September 1, 1999

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