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Cook County Recorder 27.00

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MODIFICATION AGREEMENT



Loan No: 0269448010

MODIFICATION AGREEMENT, made July 26, 2000, between NATIONAL CITY BANK OF MICHIGAN/ILLINOIS f/k/a FIRST OF AMERICA BANK-ILLINOIS, NA, (THE "MORTGAGEE") and RITA J. MILLER AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 29, 1988, (the "Mortgagor").

RECITALS:

- A. The Mortgagee is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated April 30, 1996, in the original amount of Three Hundred Fifteen Thousand and no/100ths Dollars (\$315,000.00) (the "Note"); and
- B. The Note is secured by a certain real estate mortgage of even date with the Note and recorded June 25, 1996, as Document Number 96488119, in the office of the Recorder for Cook County, Illinois (the "Mortgage"), on the real property described on Exhibit "A" attached hereto (the "Mortgaged Premises"); and
- C. The Mortgagor and Mortgagee wish to modify the Note or the Mortgage, or both, without the necessity of rewriting the Note and the Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and Mortgagee agree as follows:

- 1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of One Hundred Fifty Seven Thousand Five Hundred Fifty Five and 64/100ths DOLLARS (\$157,555.64).
- 2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof, certain provisions of the Note or the Mortgage, or both, shall be, and the same are, hereby modified and amended as so indicated:

MODIFICATION OF NOTE AND MORTGAGE

The Note or Mortgage, or both, are further modified as follows:

The name of the Mortgagor as noted in the mortgage made and entered into on the 30th day of April, 1996, is hereby modified to Rita J. Miller as Trustee under Trust Agreement dated August 29, 1988, and the name of the Mortgagee is hereby modified to National City Bank of Michigan/Illinois.

- 3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained herein shall in any way impair the Note or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary or affect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Note and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

BOX 333-CTI

- 4. If Mortgagor or Assuming Borrower consists of two or more persons, the liability of such persons hereunder shall be joint and several.
- 5. The Assuming Borrower has executed this Agreement for the purpose of the assumption described above and for the purpose of acknowledging and approving any modification of the Note or Mortgage set forth herein.
- 6. This Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

MORTGAGOR: Rita J. Miller as Trustee under Trust Agreement
Dated August 29, 1988

Rita J. Miller

STATE OF ILLINOIS)

)SS.

COUNTY OF _____)

On this 7th day of Aug., 2000, before a Notary Public in and for said County, personally appeared Rita J. Miller and acknowledged the foregoing agreement.

Philip M. McNulty

Notary Public

McHenry

County, Illinois

My Commission Expires: May 8, 2004



MORTGAGEE:
NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

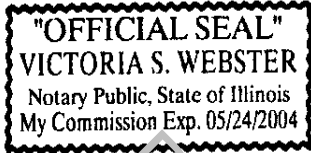
By: Carla Sciarro
Carla Sciarro

Its: Authorized Officer

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STATE OF ILLINOIS)
COUNTY OF Cook)SS.

On this 26th day of July, 2000, before a Notary Public in and for said County, personally appeared Carla Sciarro of National City Bank of Michigan/Illinois, and acknowledged the foregoing agreement on behalf of said Bank.



Victoria S Webster
Notary Public
Cook County, Illinois
My Commission Expires: May 24, 2004

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:
NATIONAL CITY BANK OF MICHIGAN/ILLINOIS
2021 Spring Road, Suite 600
Oak Brook, IL 60523
Attention: Victoria Webster

Property of Cook County Clerk's Office

EXHIBIT A

Description of Real Estate

Permanent Real Estate Index Number: 03-20-214-001-0000

Address of Property: 724 E. Maude, Arlington Heights, IL

Legal Description:

LOT 17 IN LOCASCIO'S SUBDIVISION UNIT NO. 2, BEING A RESUBDIVISION OF PART OF THE NE ¼ OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 22, 1969, AS DOCUMENT #2452329

Previous Legal Description:

LOT 17 IN LOCASCIO'S SUBDIVISION UNIT NO. 2, A RESUBDIVISION OF LOT 112 AND PART OF LOT 113 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, A SUBDIVISION IN THE NORTH EAST ¼ OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS