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2001-05-15 13:58:07

Cook County Recorder 29.00

Mortgagor's Name and Address

BANK CALUMET, N.A., AS SUCCESSOR TRUSTEE OF CHICAGO HEIGHTS NATIONAL BANK AS TRUSTEE U/T/A DATED 3/23/95 AND KNOWN AS TRUST #2481 1030 DIXIE HIGHWAY CHICAGO HEIGHTS, IL 60411

BANK CALUMET NATIONAL ASSOCIATION 1030 Dixie Highway Chicago Heights, IL 60411

("Mortgagee")

Return to:

BANK CALUMET 10322 Indianapolis Blvd. Highland, IN 46322

MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated the 30th day of October, 1998, and recorded on the 23rd day of November, 1998, in the Office of the Recorder of Cook County, Illinois as Document No. 08055812, (the "Mortgage") is hereby amended as follows:

Legal: Lots 25 and 26 in Block 2 in Keeny's Second Addition to Columbia Heights, being the North 1/2 of the Southeast 1/4 of Section 32 and the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common address: 3043 Union Avenue, Steger, Illinois Key #32-33-302-018 & 019

1 [X] Note Modification, Renewal, Replacement or Extension. The promissory note referenced in paragraph 1 of the Mortgage in the original principal amount of \$56,601.46 and dated the 30th day of October, 1998, (herein the "Note") has been modified as follows:

1.01 Replacement. [X] The Note has been replaced by Mortgagor's promissory note dated March 23, 2001 in the original principal amount of \$22,166.90 (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.

EXCULPATION CLAUSE IS ATTACHED HERETO AND MADE A PART HERE OF

1.02 Extension. [X] The maturity date of the Note has been extended to the 23rd day of September, 2004, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.

1.03 Modification. [X] The Note has also been modified as follows:

Handwritten signatures and initials, including 'S', 'RS', 'M', 'AW', and '29.00'.

THIRD PARTY BORROWER PROVISION
<input checked="" type="checkbox"/> If this box is checked, this Mortgage secures one or more loans to TERRY LAMASTUS, D/B/A LAMASTUS DEVELOPMENT COMPANY, hereinafter referred to as "Borrower".

Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

2 **Miscellaneous.** The Mortgagor further agrees as follows:

A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.

B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Illinois.

C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

EXECUTED and delivered in Cook County, Illinois this 23rd day of March, 2001.

BANK CALUMET, N.A., AS SUCCESSOR
TRUSTEE OF CHICAGO HEIGHTS NATIONAL
BANK AS TRUSTEE U/T/A DATED 3/23/95 AND
KNOWN AS TRUST #2481

By:

Jessie Koucher

Trust Officer

Attest:

James McLaugh

Assistant Trust Officer

"Mortgagor"

EXCULPATION CLAUSE IS ATTACHED
HERE TO AND MADE A PART HERE OF
MORTGAGEE'S CONSENT

Bank Calumet National Association, as Mortgagee under the above referenced Mortgage, consents to the modification of the Mortgage as set forth above.

Dated: 3-29-01

BANK CALUMET NATIONAL ASSOCIATION

By:

Timothy J. Finlon

Timothy J. Finlon

Its:

Vice President

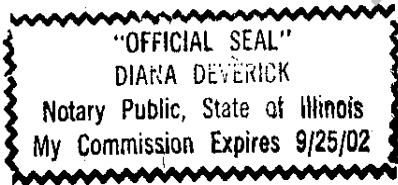
STATE OF ILLINOIS)
) SS:
 WILL COUNTY)

ACKNOWLEDGMENT

Before me a Notary Public in and for said County and State personally appeared Tassie Kouchis, Trust Officer, and Theresa M. Yauger, Asst. Vice Pres. of Bank Calumet and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this 29th day of March 2001.

My Commission Expires:

9/25/02



Diana Deverick
Notary Public

DIANA DEVERICK
Typed or Printed Name of Notary

Residing in Will County, Illinois

This instrument prepared by:
Timothy J. Finlon, Vice President/csj

EXCULPATION CLAUSE IS ATTACHED
HERE TO AND MADE A PART HERE OF
SEE ATTACHED

Clerk's Office

EXCULPATION CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust properly specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank Calumet National Association in Chicago Heights, Illinois, or any of the beneficiaries under said Trust Agreement, on account of the instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

Bank Calumet, N.A. as Successor Trustee Of The Chicago Heights National Bank, Not Individually, but solely as Trustee under Trust No. 2481

By Jessie Kouches
Trust Officer

Attest Arnold H. Sping
Assistant Vice President

Clerk's Office

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Mail to

Bank Calumet

1030 Dixie Highway

Chicago - Heights

IL-60411

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