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Cook County Recorder 59.50



0020102491

SUPPLEMENT AND MODIFICATION TO TRUST DEED AND NOTE

This Supplement and Modification to Trust Deed and Note entered into this 1st day of September, 2001 between PlainsBank of Illinois, N.A., formerly known as Des Plaines National Bank, a national banking association (hereinafter referred to as "Mortgagee") and CHICAGO TITLE LAND TRUST COMPANY FORMERLY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 12, 1986 AND KNOWN AS TRUST #1089025 WHOSE ADDRESS IS 171 N. CLARK, CHICAGO, IL 60601 (hereinafter referred to as "Mortgagor") for the purpose of amending that certain Principal Note ("Note") and Trust Deed made and delivered by the Mortgagor to the Mortgagee payable to PlainsBank of Illinois, N.A., and dated June 22, 1987 for the principal sum of FOUR HUNDRED THIRTY TWO THOUSAND AND NO/100----DOLLARS (\$432,000.00);

WITNESSETH

WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this Agreement in the principal amount of \$214,197.83 as is evidenced by a note secured by a certain Trust Deed to PlainsBank of Illinois, N.A., a national banking association, dated June 22, 1987, which was recorded on July 14, 1987 in the office of the Cook County Recorder of Deeds, state of Illinois, as Document 87386480, and by supplement and modification to trust deed and note dated September 10, 1996 recorded on December 2, 1996 with the Cook County Recorder of Deeds as document number 96909712 on the following described real estate:

LOT 70 IN PALWAUKEE BUSINESS CENTER FIRST RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST ¼ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 562 Chaddick Drive, Wheeling, Illinois

Permanent index number: 03-11-407-021-0000

WHEREAS, Mortgagee has agreed to supplement and modify the aforementioned Trust Deed and Note; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Trust Deed held by the Mortgagee is a valid and subsisting lien on the premises described above and on the further condition that the execution of this Supplement and Modification of Trust Deed and Note will not impair the lien of said Trust Deed and that it is understood that a breach of conditions of either of them, that this Agreement will not take effect and shall be void.

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JHC

\$59.50

IT IS HEREBY AGREED, as follows:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
2. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in said Trust Deed to be performed by the Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.
3. It is further agreed, however, that the Note on which there is an outstanding principal balance of \$214,197.83 plus interest and which was to be paid in full no later than September 1, 2001 will now be extended to mature on September 1, 2006. Said Note will bear interest from the date hereof at fixed rate of SEVEN AND ONE QUARTER PERCENT (7.25%) per annum. This Note is to be paid in fifty-nine (59) monthly principal and interest payments in the amount of \$4,266.68 beginning October 1, 2001 and on the same day of each month thereafter until the maturity date of September 1, 2006 at which time all unpaid principal and interest is due and payable. All payments shall be made in lawful money of the United States at the office of PlainsBank of Illinois, N.A., 678 Lee Street, Des Plaines, Illinois, 60016, or such other place that the holder may from time to time in writing appoint.
4. Said Trust Deed and Note as supplemented and modified are subject to all the provisions contained in said Trust Deed and Note, and Mortgagor hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.
5. Mortgagor agrees that if a default is made in the payment of any principal and interest in the aforesaid Note, as supplemented and modified, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed and Note, then the entire principal balance, together with all interest accrued thereon, shall at the option of the Mortgagee become due and payable immediately without further notice.
6. All of the real property described in the aforementioned Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of said Mortgage and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by said Trust Deed except as expressly provided herein.
7. The word "Note" as used herein shall be construed to mean the Note and the Note as modified and supplemented herein or by any other instrument evidencing the indebtedness referred to herein.

8. The original signed copy of this supplement and modification may be recorded with the Recorder of Deeds in Cook County, State of Illinois. This supplement and modification together with the original Trust Deed and Note shall constitute the terms and conditions of the Trust Deed and Note and be binding upon the Mortgagor and its successor and assigns.

IN WITNESS WHEREOF, The Mortgagor and the Mortgagee have hereunto set their seal the first day of September, 2001.

CHICAGO TITLE LAND TRUST COMPANY FORMERLY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 12, 1986 AND KNOWN AS TRUST #1089025.

ATTACHED EXHIBIT A AND TRUST INCORPORATED HEREIN

*Susan Ocker*  
Trust Officer



*Paul S. Barrio*  
Attest: ASST. SECRETARY

Consent Given by: Chicago Title and Trust Company, Trustee  
*Ethel D. Johnson*  
ASST. VICE PRESIDENT



ETHEL D. JOHNSON

PLAINSBANK OF ILLINOIS, N.A. formerly known as Des Plaines National Bank

*Dennis R. Oster* V.P.  
BY: Dennis R. Oster,  
Vice President

*John C. Beresheim* V.P.  
Attest: John Beresheim,  
Vice President

This document prepared by: Dennis R. Oster

MAILING INSTRUCTIONS: PLAINSBANK OF ILLINOIS, N.A.  
COMMERCIAL BANKING DEPARTMENT  
678 LEE STREET  
DES PLAINES, IL 60016



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**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY,  
AS TRUSTEE**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 property 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 such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title Land Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.

DeKalb County Clerk's Office

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY that CHICAGO TITLE LAND TRUST COMPANY FORMERLY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 12, 1986 AND KNOWN AS TRUST #1089025, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, GIVEN under my hand and notarial seal this 21ST day of September, 2001.

*Toni Y Bennett*  
Notary Public

My commission expires: 2/10/02

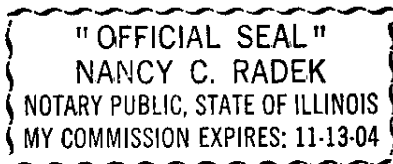


STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_ the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Dennis R. Oster, Vice President, of PLAINSBANK OF ILLINOIS, N.A., and John C. Beresheim, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President's, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Corporation then and there acknowledged that, as custodian of the corporate seal of said corporation, she did affix said corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 1ST day of September, 2001.

*Nancy C. Radek*  
Notary Public

My commission expires: 11-13-04



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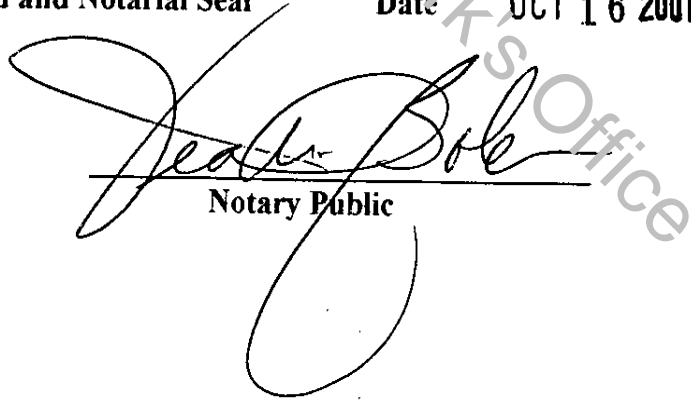
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State of Illinois, )  
                              ) SS  
County of Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date OCT 16 2001.

  
Notary Public

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"OFFICIAL SEAL"  
JEAN M. BOLER  
Notary Public, State of Illinois  
My Commission Expires 4/24/04  
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