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2002-09-11 10:08:08
Cook County Recorder 30.50



SECOND MODIFICATION AGREEMENT

This Second Modification of Promissory Note, Mortgage, Assignment of Rents, and First Modification Agreement (herein after referred to as the "Modification Agreement") made this 18th day of July, 2002 by GREATBANC TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MAY 5, 1992, AND KNOWN AS TRUST NO. 7340, (herein after referred to as "Mortgagor") and First National Bank (herein after referred to as "Mortgagee").

WITNESSETH

Whereas, Mortgagor has executed and delivered to Mortgagee that certain Promissory Note dated June 11, 1992 in the amount of FOURTY EIGHT THOUSAND and NO/100 Dollars (\$48,000.00), which is secured by a Mortgage of even date therewith, recorded on June 25, 1992 as Document Number 92461089 in the Recorder's Office in Cook County, Illinois and First Modification Agreement dated July 23, 1997 and relating to the property legally described as follows:

LOT 6 IN BLOCK 83 IN VILLAGE OF PARK FOREST AREA NO. 5, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND THE WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 31-35-406-006
EXONERATION CLAUSE IS ATTACHED
HERE TO AND MADE A PART HEREOF.

Also known as: 313 SAUGANASH, PARK FOREST, IL 60466

Whereas, Mortgagor and Mortgagee have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by Mortgagee, the Mortgagor and Mortgagee agree that the Promissory Note, Mortgage and Assignment of Rents shall be and are hereby modified as follows;

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P4
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JHC

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1. Loan payment must be made by auto debit from your checking account.
2. The maturity date of JULY 1, 2002 is hereby changed to JULY 1, 2007.
3. Except for the modifications stated hereinabove, the Promissory Note, Mortgage and Assignment of Rents are not otherwise changed, modified, or amended, and remain in full force and effect.

IN WITNESS THEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first written above.

FIRST NATIONAL BANK

Guarantors

By: [Signature]
Stephen R. Clark

[Signature]
JAY PAUL EPHGRAVE

Its: ASSISTANT VICE PRESIDENT
Assistant Vice President

[Signature]
CHERYL LYNN EPHGRAVE

ATTEST:

By: [Signature]
Mary R. Skimerhorn

EXONERATION CLAUSE IS ATTACHED
HERE TO AND MADE A PART HEREOF.

Its: RETAIL UNDERWRITER
Retail Underwriter

Borrower:

By: [Signature]

GREATBANC TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT
DATED MAY 5, 1992 AND KNOWN AS TRUST NO. 7340

Its: Ass't. Vice Pres. & Sr. Land Trust Officer

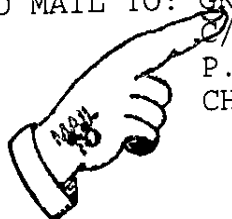
ATTEST:

By: [Signature]
Administrative Assistant

Its: _____

Office
20995307

PREPARED BY AND MAIL TO: GREATBANC LOAN ADMIN/LINDA KURZ
C/O FIRST NATIONAL BANK
P.O. BOX 550
CHICAGO HEIGHTS, IL 60411



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Property of Cook County Clerk's Office



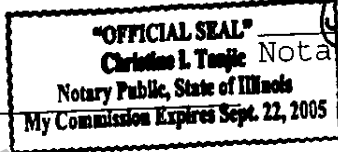
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State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAY PAUL EPHGRAVE AND CHERYL LYNN EPHGRAVE, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 26 day of July, 2002.

My commission expires

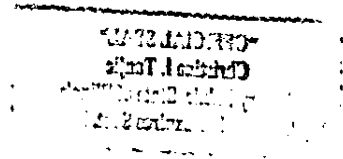


Christian L. Tangle

EXONERATION CLAUSE IS ATTACHED
HEREIN AND MADE A PART HEREOF.

20995307

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EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

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 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 GreatBanc Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as
Trustee under Trust No. 7340

By Angela Bianchetti
Assistant Vice President &
Sr. Land Trust Officer

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