



0030169591

MODIFICATION OF MORTGAGE

Whereas, HARRIS BANK JOLIET N.A. F/K/A FIRST NATIONAL BANK OF JOLIET, 78 North Chicago Street, Joliet, Illinois (hereafter referred to as "BANK") loaned to the undersigned, DR. JEFFREY E. FORZLEY, DIVORCED NOT SINCE REMARRIED AND DR. SAMUEL J. FORZLEY, A MARRIED PERSON, (hereafter referred to as "BORROWER") the sum of \$420,000.00 as evidenced by Note dated May 1, 1997, which loan and indebtedness and all future discretionary and mandatory loans and advances was and is secured by a Mortgage of Cook County, Illinois, as Document No. 97909648 and Assignment of Rents, as Document No. 97909649 on the real estate described as follows:

LOT 2 IN A.S.C. RESUBDIVISION OF LOT 80 IN ALPINE ESTATES, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 810 FEET OF THE NORTH 325 FEET THEREOF) AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 489 FEET OF THE SOUTH 934 FEET THEREOF), ALL IN SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 22-29-318-024-0000
C/K/A 127TH & WALTER STREETS, LEMONT, IL 60439

Whereas, said loan was and is payable in equal-monthly installments of \$3,781.13 each, commencing on June 1, 1997, and continuing on the same day of each calendar month (1st) until May 1, 2007, on which latter date the full unpaid balance thereof is payable in full, which payments include principal and interest computed at the rate of 10.00% per annum; and,

Whereas, said loan was modified on December 1, 1998, and is payable in equal monthly installments of \$3,876.84 each, commencing on January 1, 1999, and continuing on the same day of each calendar month (1st) until December 1, 2013, on which latter date the full unpaid balance thereof is payable in full, which payments include principal and interest computed at the rate of 9.25% per annum; and,

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Whereas, the party now desires to modify (the terms of payment of said Note) and to continue the lien of said Mortgage or Trust Deed.

Now, therefore, for TEN AND NO/100 (\$10.00) dollars in hand paid and other good and valuable consideration, the sufficiency and receipt whereof are hereby acknowledged, the parties agree that said loan, note indebtedness, and the lien of said Mortgage or Trust Deed are modified as follows:

Whereas, the unpaid balance on said Note and indebtedness as of the date hereof is stipulated to be \$335,509.24 and,

The said loan, note and indebtedness will hereafter be payable as follows:

* Monthly payments of \$3,634.56 commencing on January 15, 2003, which payment includes both principal and accrued interest at the rate of 6.75% per annum on the principal balance remaining from time to time unpaid and \$3,634.56 on the 15th day of each month thereafter, to and December 15, 2013, when the remaining balance of principal and accrued interest is due and with interest at the rate of 7.75% per annum after maturity; and the lien of said or Trust Deed or Mortgage is correspondingly extended until such full payment has been made as aforesaid.

It is further agreed and understood that all terms and conditions of said loan, Note, Mortgage or Trust Deed, and any other modifications thereof or documents relating thereto shall remain in full force and effect as originally signed and executed except to the extent specifically modified thereunder.

HARRIS BANK JOLIET N.A. F/K/A
FIRST NATIONAL BANK OF JOLIET

BY: [Signature]
HARRY R. MCSTEEN

X [Signature]
JEFFREY E. FORZLEY

DATED: December 1, 2002

X [Signature]
SAMUEL J. FORZLEY

STATE OF ILLINOIS

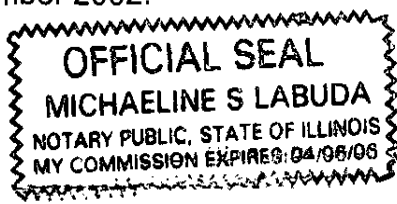
WILL COUNTY SS:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that JEFFREY E. FORZLEY AND SAMUEL J. FORZLEY, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given my hand and seal this 1ST day of December 2002.

Michaeline S. Labuda

NOTARY PUBLIC



PREPARED BY AND RETURN TO:

HARRIS BANK JOLIET N.A.
78 N. CHICAGO ST.
JOLIET, IL 60432
#18502111/23008515

Property of Cook County Clerk's Office