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RECORDATION REQUESTED BY:

First National Bank of LaGrange 620 W. Burlington Ave. La Grange, IL 60525

6057/0099 33 001 Page 1 of 2003-03-26 12:16:22 Cook County Recorder

32.00



WHEN RECORDED MAIL TO: First National Bank of

> LaGrange 620 W. Burlington Ave. La Grange, IL 60525

> > FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Central Loan Operations First National Bank of LaGrange 620 W. Burlington Avenue LaGrange, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2003, is made and executed between First National Bank Of LaGrange, not personally but as Trustee on behalf of First National Bank Of LaGrange Trust # 3344 dated September 30, 1994 (referred to below as "Grantor") and First National Bank of LaGrange, whose address is 620 W. Burlington Ave., La Grange, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 14, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 1, 1997 as Document #97896043.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

PARCEL 1: -

THAT PART OF LOT 24 IN ASHBROOK SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 96159610, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 24 AND RUNNING THENCE SOUTH 1 DEGREE 36 MINUTES 30 SECONDS EAST. ALONG THE EAST LINE OF SAID LOT 24. A DISTANCE OF 40.85 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 30 SECONDS WEST, 55.72 FEET, TO THE WEST LINE OF SAID LOT 24, SAID LINE BEING A EASTERLY LINE OF EDGEBROOK LANE; THENCE NORTH 8 DEGREES 39 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE, 40.25 FEET, TO THE NORTH LINE OF SAID LOT 24; THENCE NORTH 88 DEGREES 23 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, 114.60 FFET, MORE OR LESS, TO THE POINT OF BEGINNING. PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF CONVENANTS AND EASEMENTS DATED MARCH 1, 1996 AND RECORDED MARCH 1, 1996, AS DOCUMENT 96159611 AND CREATED BY DEED FROM DONVEN HOMES, INC., A CORPORATION OF ILLINOIS, DATED 7/1/97 AND RECORDED 7/16/97 AS DOCUMENT

MODIFICATION OF MORTGAGE

(Continued)

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97512586 FOR THE PURPOSE OF INGRESS AND EGRESS.

The Real Property or its address is commonly known as 6223 Edgebrook Lane West, Indian Head Park, !L 60525. The Real Property tax identification number is 18–17–302–003–0000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

rate decrease From 7.20% to 5.50%, maturity date remains the same at 2-01-07, new paymnet amount \$2,380.16 effective 3-01-03.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties. makers and endorsers to including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2003.

GRANTOR:

Loan No: 15429

RIDER ATTACHED HERETO IS HEREBY EAPRESSLY MADE A PART MEREOF

FIRST NATIONAL BANK OF LAGRANGE TRUST # 3344 **SEPTEMBER 30, 1994**

OFFICE OFFICE FIRST NATIONAL BANK OF LAGRANGE, not personally but as Trustee under that certain trust agreement dated 09-30-1994 and known as First National Bank Of LaGrange Trust # 3344 dated September 30, 1994.

Christopher P

Joyce, Executive Vice President of First

National Bank Of LaGrange

Ramona Zavattaro, V.P. Trust Officer of First National Bank

Of LaGrange

LENDER:

m go waya Marina

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 15429 (Continued)

TRUST ACKNOWLEDGMENT STATE OF ILLINOIS) SS) On this - - 30 Public, personally appeared Christopher P. Joyce, Executive Vice President and Ramona Zavattaro, V.P. Trust Officer of First National Bank Of LaGrange, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on orth stated that they are authorized to execute this Modification and in fact executed the Modification on behalf or the trust. Residing at 'OFFICIAL SEAL Notary Public in and for the State of RITA PHILLIP Notary Public, State of Illinois My commission expires My Commission Expanse in Su-2006 C/ort's Organica

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UNOFFICIAL CC MODIFICATION OF MORTGAGE (Continued)

Loan No: 15429 Page 4

LENDER ACKNOWLEDGMENT		
STATE OF)) SS	"OFFICIAL SEAL" LISA A. ROSS Notary Public, State of Illinois My Commission Expires 01/27/06
COUNTY OF)	. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
On this	and that executed the wind any act and deed of the the uses and purpo	he said Lender, duly authorized by ses therein mentioned, and on oath
	4px	
LASER FRO Lending, Ver. 5.19.00.08 Capr. Harland Financial Solutions, Inc. 1897, 189		WINVCFILL PLYS201FG TR-1070 PR-19

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EXCULPATORY RIDER

This instrument is executed by the First National Bank of LaGrange as Trustee under the provisions of a Trust Agreement dated 9-30-94 and known as Trust no. 3344 not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and First National Bank of LaGrange warrants that it possesses full power and authority to execute this instrument. 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, warranties, covenants, undertakings and agreements herein - made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreement, of said Trustee are each and every one of them not made with the intention of binding First National Bank of LaGrange, in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall a any time be asserted or enforceable against the First National Bank of LaGrange on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or state Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this insurment. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any part to enforce the personal liability of any other party to this instrument.