



00320328

MEMORANDUM OF MODIFICATION AGREEMENT

Account Number 6039979-01

This memorandum, dated as of April 7, 2000, is by and between LAKESIDE BANK, an Illinois Banking Corporation ("Mortgagee"), and LAKESIDE BANK, as Trustee under Trust Agreement Number 10-2125 dated December 20, 1999 (the "Mortgagor").

Pursuant to a certain Note Modification Agreement of even date herewith and between the parties hereto (and others), which is hereby incorporated herein by reference, the following described Mortgage, and the Note thereby secured, each dated January 11, 2000, executed by the Mortgagor and in the favor of the Mortgagee, have been amended or modified to reflect that the Interest shall be computed on the basis of a 360-day year with all full months being equal to 30 days and all days being equal to 1/30th.

The Mortgage was recorded January 19, 2000, with the Cook County Recorder of Deeds as Document Number 00044140, and pertains to the real estate described in attached Exhibit A.

MORTGAGEE:

LAKESIDE BANK

BY: [Signature]

Attest: _____

MORTGAGOR:

LAKESIDE BANK not personally, but as Trustee as foresaid.

BY: [Signature]

VICE PRESIDENT & TRUST OFFICER

Attest: [Signature]

ASST. TRUST OFFICER

Prepared By and Mail To:

Lakeside Bank
Attn.: Carla M. Agostinelli
55 West Wacker Drive
Chicago, Illinois 60601

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

EXHIBIT A

PARCEL 1: PARCEL 1: LOT 40 AND THE NORTH 20.41 FEET OF LOT 39 IN FRANK DELUGACH'S 87TH STREET ACRES BEING A SUBDIVISION OF THE NORTH 25 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 40 AFORESAID, THENCE WEST ON THE NORTH LINE THEREOF 29 FEET; THENCE SOUTHEASTERLY TO A POINT 5 FEET SOUTH OF AND 24 FEET WEST OF THE POINT OF BEGINNING (AS MEASURED ON SAID NORTH LINE AND AT RIGHT ANGLES THERETO); THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOTS 39 AND 40 AFORESAID 170 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 39 AFORESAID 24 FEET TO THE EAST LINE OF SAID LOT 39; THENCE NORTH ON THE EAST LINE OF LOTS 39 AND 40 AFORESAID TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8702 SOUTH ROBERTS ROAD, HICKORY HILLS, ILLINOIS 60457

PIN: #23-02-207-021

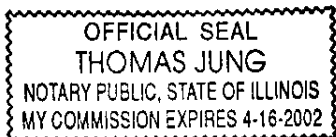
Office of Cook County Clerk's Office

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vincent Tolue, Vice President & Trust officer and David Pinkerton, Asst. Trust officer for Lakeside Bank as Trustee, and not personally, under Trust Agreement dated _____ and known as Trust # _____ are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and the said instrument as their own free and voluntary act, for the uses and purposes therein set forth on this 3rd day of May, 192006.

[Signature]
NOTARY PUBLIC

Commission Expires:



COOK County Clerk's Office



Lakeside Bank

55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

AGREEMENT RIDER

This agreement is executed by **LAKESIDE BANK**, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of the Trustee, including those as to title, are those of the Trustee's beneficiary only. Any and all personal liability of **LAKESIDE BANK** is hereby expressly waived by the parties hereto and their respective personal representatives, estates, heirs, successors and assigns.