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A.J. Smith Federal Savings Bank
14757 S. Cicero Avenue
Midlothian, IL. 60445



Doc#: 0401304100
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 01/13/2004 10:41 AM Pg: 1 of 4

HE24000047GIC

MORTGAGE MODIFICATION AGREEMENT (FIRST MODIFICATION)

This Agreement entered into this 9th day of December, 2003 by and between A.J. SMITH FEDERAL SAVINGS BANK, a national association, herein called "Bank" and FIRST MIDWEST BANK, as trustee under trust number 75-634, Illinois (herein called "Mortgagor");

WHEREAS, Borrower is indebted to the Bank with respect to a certain promissory note dated October 18, 2002, in the face amount of ONEHUNDRED TWENTY EIGHT THOUSAND AND 00/100 dollars (\$128,000.00) (herein called "Note") and is secured by a Mortgage of even date and recorded in the office of the Recorder of Deeds of Cook County on November 4, 2002 as Document Number 0021214857, herein "Mortgage" and Assignment of Rents as Document Number 0021214858.

Now, therefore, in consideration of the terms and conditions herein stated and other good and valuable consideration, it is agreed by the undersigned parties as follows:

The aforesaid Mortgage is hereby modified by adding the below legally described real estate (herein "Additional Parcels"):

UNIT D-25, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS IN VILLAGE SQUARE OF ORLAND CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 27152451, AS AMENDED FROM TIME TO TIME IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDAN IN COOK COUNTY, ILLINOIS

PIN No: 27-15-301-026-1096

Common Address: 9369 Waterford Lane, Orland Park, IL. 60462

4121
BOX 333

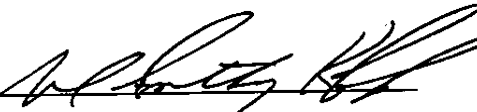
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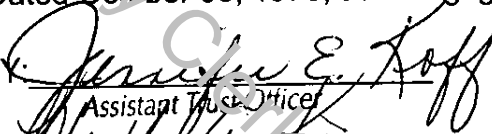

- 1) The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of 4.75% percent per annum.
- 2) Commencing and on the day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly installments of principal and interest in the sum of Dollars (\$)667.71, first payment due January 1, 2004
- 3) Notwithstanding any provision hereof to the contrary, the entire principal balance than outstanding and all accrued interest and other charges, shall be due and payable on December 1, 2013 (the "Maturity Date").
- 4) Mortgagor hereby acknowledges and agrees that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Agreement. In other respects not inconsistent with his Agreement, the terms of Loan Documents are hereby ratified and reconfirmed.
- 5) Excepting the foregoing changes, all other terms and conditions contained in said Mortgage not specifically herein modified, shall remain in full force and effect.

Signed, sealed, and delivered this 9th day of December, 2003

A.J. Smith Federal Savings Bank
as Mortgagee

First Midwest Bank as
as Trustee under Trust #75-634 and
Dated October 30, 1975, as Mortgagor

BY: 
 BY: Domagoj Manuel, VP

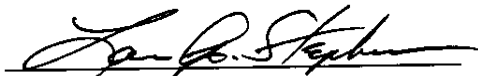
BY: 
 Assistant Trust Officer
 BY: 
 Authorized Signatory

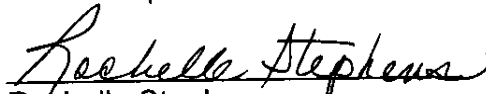
SEE TRUSTEE'S RIDER ATTACHED HERETO.
AND MADE A PARTY HEREOF

CONSENT

The undersigned guarantor hereby consents to the above Mortgage Modification Agreement.

Dated: December 12th, 2003


Louis Stephens


Rochelle Stephens

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of A.J. Smith Federal Savings Bank, and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ 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 Bank, for the uses and purposes therein set forth and the said _____ then and there acknowledge that _____ as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

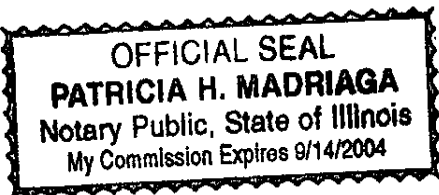
GIVEN under my hand and Notarial Seal this _____ day of December, 2003.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jennifer Kott of First Midwest Bank as Trustee under Trust #75-63410680 and dated January 1993, and Martha A. Kinzey of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. TRUST OFFICER and Authorized Signer 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 Bank, for the uses and purposes therein set forth, and the said ASST. TRUST OFFICER then and there acknowledged that the Authorized Signer as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND Notarial Seal this 16 day of December, 2003.



Patricia H. Madriaga
Notary Public

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**RIDER ATTACHED AND MADE A PART OF
MORTGAGE MODIFICATION AGREEMENT**

DATED December 9, 2003

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 75-634, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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