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RECORDATION REQUESTED BY:

Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60487

Doc#: 0807535135 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/17/2008 08:29 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60487

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

JEANNE LOCKREY, ADMINISTRATIVE ASSISTANT
Allegiance Community Bank
8001 W. 183rd Street
Tinley Park, IL 60487

**MODIFICATION OF MORTGAGE CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

THIS MODIFICATION OF MORTGAGE dated December 20, 2007, is made and executed between COLE TAYLOR BANK, not personally but as Trustee on behalf of COLE TAYLOR BANK AS TRUSTEE U/T/A DATED MARCH 10, 1999 AND KNOWN AS TRUST NO. 99-8197 (referred to below as "Grantor") and Allegiance Community Bank, whose address is 8001 W. 183rd Street, Tinley Park, IL 60487 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 23, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON MAY 10, 2001 AS DOCUMENT #0010392724 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

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

LOTS 3 AND 4 IN THE MEYER RESUBDIVISION OF PART OF LOT A IN KIRCHOFF'S SUBDIVISION OF PART OF SECTIONS 10 AND 11, TOWNSHIP 41 NORTH, RANGE 11 AND PART OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 501 S ARTHUR AVE., ARLINGTON HEIGHTS, IL 60005. The Real Property tax identification number is 03-33-126-003-0000 AND 03-33-126-004-0000.

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

THE ORIGINAL PROMISSORY NOTE DATED APRIL 23, 2001 WITH A MATURITY DATE OF APRIL 23, 2002 IN THE ORIGINAL AMOUNT OF \$165,000.00 FROM COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 10, 1999 AND KNOWN AS TRUST NUMBER 99-8197 TO ALLEGIANCE COMMUNITY BANK, PREVIOUSLY MODIFIED TO REDUCE THE INTEREST RATE FROM 7.25% TO 7.125% AND TO EXTEND THE MATURITY DATE FROM APRIL 23, 2002 TO MAY 2, 2006; IS NOW FURTHER MODIFIED AS FOLLOWS: 1) THE INTEREST RATE IS MODIFIED FROM A FIXED RATE OF 7.400% TO A VARIABLE RATE OF PRIME PLUS .750% WITH A CEILING OF 7.25% AND A FLOOR OF 5.00%; AND 2) THE MATURITY DATE IS EXTENDED TO JANUARY 2, 2008. ALL OTHER TERMS AND

See
S.Y.
MAY
P.L.
J.W.

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[Handwritten Signature]
X
Authorized Signer

ALLEGIANCE COMMUNITY BANK

LENDER:

99-8197

Authorized Signer for COLE TAYLOR BANK AS TRUSTEE
U/T/A DATED MARCH 10, 1999 AND KNOWN AS TRUST NO.

By: _____
pursuant to corporate by-laws.

Attestation not required

99-8197

Authorized Signer for COLE TAYLOR BANK AS TRUSTEE
U/T/A DATED MARCH 10, 1999 AND KNOWN AS TRUST NO.

By: _____

KNOWN AS TRUST NO. 99-8197

COLE TAYLOR BANK AS TRUSTEE U/T/A DATED MARCH 10, 1999 AND

GRANTOR:

2007.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 20,

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 the Note, 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.

CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT AND IS FURTHER MODIFIED TO REMOVE THE FLOOR OF 5.00% AND IS FURTHER MODIFIED TO 1) CHANGE THE PAYMENT DATE FROM THE 2ND OF EVERY MONTH TO THE 20TH OF EVERY MONTH COMMENCING JUNE 20, 2006 2) THE PAYMENT DUE MONTHLY IS PRINCIPAL IN THE AMOUNT OF \$550.00 PLUS INTEREST COMMENCING WITH THE JUNE 20, 2006 PAYMENT 3) THE MATURITY DATE IS CHANGED FROM JANUARY 2, 2008 TO DECEMBER 20, 2007 AND IS NOW FURTHER MODIFIED TO EXTEND THE MATURITY DATE TO MARCH 20, 2008.

SEE ATTACHED EXHIBITORY
CLAUSE FOR SIGNATURE

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 819750111

(Continued)

Page 4

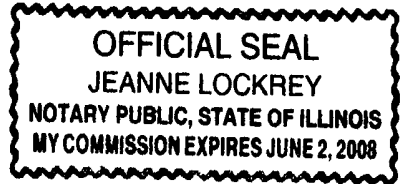
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 20 day of DECEMBER, 2007 before me, the undersigned Notary Public, personally appeared MARILYN CARLSSON and known to me to be the AVP, authorized agent for Allegiance Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Allegiance Community Bank, duly authorized by Allegiance Community Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Allegiance Community Bank.

By Jeanne Lockrey Residing at TINLEY PARK
 Notary Public in and for the State of ILLINOIS

My commission expires 6-2-08



Notary Public of Cook County Clerk's Office

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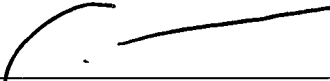
EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 998197 ATTACHED TO AND MADE A PART OF THAT MORTGAGE DATED 12-20-07 WITH ALLEGIANCE COMMUNITY BANK

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: January 30, 2008

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally.

By:



Eileen Neary,
Assistant Vice President



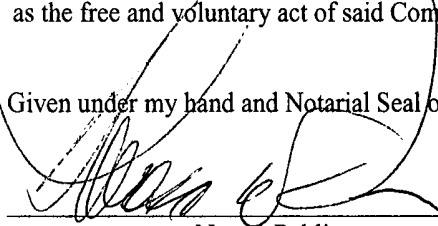
State of Illinois

County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on January 30, 2008.



Notary Public

