



DEPT-01 RECORDING \$29.50
 T#0011 TRAN 7962 12/14/99 13:12:00
 #9866 # TB #-09-159905
 COOK COUNTY RECORDER

MODIFICATION AGREEMENT

This Modification of Home Equity Agreement and Disclosure, and Mortgage (herein after referred to as the "Modification Agreement") made this 28th day of September, 1999 by GreatBanc Trust Company as successor Trustee to First National Bank F/K/A First National Bank in Chicago Heights U/I/A dated July 29, 1982 and known as trust number 5418, (herein after referred to as "Grantor") and First National Bank (herein after referred to as "Lender").

WITNESSETH

Whereas, Mortgagor has executed and delivered to Mortgagee that certain Home Equity Agreement and Disclosure dated October 21, 1994 in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00), which is secured by a Mortgage of even date therewith, recorded on December 9, 1994 in the Recorder's Office of Cook County, Illinois as Document Number 04033945 and relating to the property legally described as follows:

SEE EXHIBIT A ATTACHED

P.I.N.: 32-17-301-068

Also known as: 242 Maple Drive, Chicago Heights, Illinois 60411

Whereas, Mortgagor and Mortgagee have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by Mortgagee, the Mortgagor and Mortgagee agree that the Home Equity Agreement and Disclosure, and Mortgage shall be and are hereby modified as follows;

1. The Periodic Rate and Corresponding Annual Percentage Rate on your credit line will increase or decrease as the index increases or decreases from time to time. Adjustments to

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 HERETO AND MADE A PART HEREOF.

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the Periodic Rate and the corresponding Annual Percentage Rate resulting from changes in the Index will take effect on the next business day. In no event will the Annual Percentage Rate be less than 7.000% per annum or more than the lesser of 15.900% or the maximum rate allowed by applicable law.

**RANGE OF BALANCE
OR CONDITIONS**
All Balances

**MARGIN SUBTRACTED
FROM INDEX**
.5000%

- 2. The maturity date of October 21, 1999 is hereby changed to October 21, 2006.
- 3. Beginning September 2000, an annual fee of \$35.00 will be charged to the account.
- 4. Except for the modifications stated hereinabove, the Home Equity Agreement and Disclosure and Mortgage are not otherwise changed, modified, or amended, and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first written above.

FIRST NATIONAL BANK

Guarantor's

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

[Signature]
Dennis M. DuBois

ATTEST:

By: [Signature]
Its: [Signature]

Borrower:

By: _____

GreatBanc Trust Company F/K/A First National Bank in Chicago Heights U/T/A dated July 29, 1982 and known as Trust number 5418.

Borrower:

Its: _____

By: [Signature]
Its: Ass't. V.P.

ATTEST:

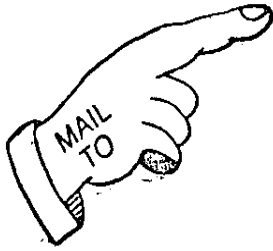
By: [Signature]
Its: Ass't. V.P.

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PREPARED BY AND MAIL TO: GREATBANC INCAN ADMIN MICHELE NIELSEN
C/O FIRST NATIONAL BANK
P.O. BOX 818
FRANKFORT, IL 60423



State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dennis M. DuBois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 6th day of NOV, 1999.

Stephanie Fosco
Notary Public

My commission expires 2-17-02

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09159905

LEGAL DESCRIPTION

LOT 12 IN BLOCK 9 IN OLYMPIA HIGHLANDS, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 265 FEET OF THE NORTH 623 FEET OF SAID TRACT), IN COOK COUNTY, ILLINOIS; BEING 37 ACRES MORE OR LESS, AND THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF DIXIE HIGHWAY CUT OFF AND NORTH OF A LINE 2403.72 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PART OF THE NORTH 576 FEET LYING WESTERLY OF THE WESTERLY LINE OF DIXIE HIGHWAY CUTOFF, OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 14, 1955 AS DOCUMENT NUMBER 1587740.

EXONERATION CLAUSE IS ATTACHED
HERE TO AND MADE A PART HEREOF.

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EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

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, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 GreatBanc Trust Company as Successor Trustee to First National Bank f/k/a First National Bank in Chicago Heights or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as Successor
Trustee to First National Bank f/k/a
First National Bank in Chicago Heights
as Trustee under Trust No. 5418

By Angela Biannette

Ass't. V.P. & Sr. Land Trust Officer

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