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MODIFICATION OF NOTE AND MORTGAGE
AND
ASSUMPTION AGREEMENT

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WHEREAS, by an instrument dated August 23, 1977 (the "Mortgage") and recorded as Document No. 24070328 in the Recorder's Office of Cook County, Illinois, Glen A. Terbeek and Judith M. Terbeek, his wife, (the "Mortgagor") executed to Chicago Title and Trust Company as Trustee (the "Mortgagee") a mortgage conveying to the Mortgagee the following described real estate and the improvements thereon (the "Premises"), to wit:

Lots 1 and 2 (except the South 77 feet of each of said lots) in Block 6 in Groveland Addition to Winnetka, being a subdivision of the East 70 acres of the Northwest $\frac{1}{4}$ of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

05-20-109-023

to secure the payment of indebtedness evidenced by one certain principal Promissory Note of even date with said Mortgage in the original principal amount of One Hundred Thousand Dollars (\$100,000.00), reference hereby being made to the record thereof for a more complete description of the indebtedness and the Premises securing the payment thereof; and

WHEREAS, UnibancTrust Company F/K/A Sears Bank and Trust Company (the "Bank") is the owner and holder of the said Mortgage and Promissory Note; and

WHEREAS, the Mortgagor entered into an agreement with David Loughnane and Leslie Loughnane whose address is 1064 Elm St., Winnetka, Illinois, pursuant to which the Mortgagor agreed to sell, and Purchaser agreed to purchase, the Premises pursuant to a certain sale agreement (the "Agreement"), and the Mortgagor requested the Bank to grant its consent to the said sale and purchase as provided in the Agreement; and

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WHEREAS, the parties hereto acknowledge that failure of the Bank's giving its consent would be an event of default under the terms and conditions of the Mortgage; and

WHEREAS, the Bank is willing to grant its consent as aforesaid, but only upon the conditions that the Note and Mortgage are modified as hereinbelow set forth and that the Purchaser assumes and agrees to pay the indebtedness in accordance with the terms and conditions of said Note and Mortgage, as so modified;

NOW THEREFORE, in consideration of the premises and the actual promises and the agreements herein contained, and other valuable consideration the receipt of which hereby being acknowledged, the undersigned hereby do agree and covenant as follows:

1. Mortgagor and Purchaser represent and covenant to the Bank that a true and complete copy of the Agreement heretofore was forwarded to the Bank.
2. The Note and Mortgage, and all the terms and conditions thereof, and each of them, shall remain in full force and effect.
3. The Purchaser hereby agrees (i) to pay the entire indebtedness payable under the said Note and Mortgage, each as modified herein, at the times and in the manner specified in the said Note and Mortgage (ii) to perform all of its obligations and make all payments due and payable under the terms and conditions of the said Note and Mortgage as the time and in the manner specified, including without limitation any payments which are required to be made to reserves for taxes and hazard insurance, if any.

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Property of Cook County Clerk's Office

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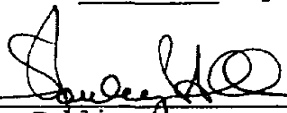
Property of Cook County Clerk's Office

PROPERTY

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 David Loughnane and Leslie Loughnane, his wife, 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20 day of ^{December}~~November~~, 1985.



Notary Public

My Commission Expires 1-6-89

Address of Property
1064 Elm Street
Winnetka, Illinois 60093

PIN # 05-20-109-023-0000

Accepted
Mortgagee, Holder of Note



UnibancTrust Company

Acknowledged
Trustee



Chicago Title and Trust Company
ASST. SECRETARY

This instrument prepared by: Mary Pat Kerrigan
UnibancTrust Company
Sears Tower
Chicago, IL 60606

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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 and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's 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 AUG 28 1986 Date

[Handwritten Signature]

Notary Public DEPT-01 RECORDING \$13.00
TRMSE TRM 015/05/03/86 13:51:00
#0286 # A * 36-390614
COOK COUNTY RECORDER

Form 1329

13.00

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UnibancTrust
Box 124

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