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This document was prepared by and should be returned to: Amy Holloway Heritage Bank of Lemont 1200 South State Street Lemont, IL 60439

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MORTGAGE MODIFICATION AGREEMENT 88301061 - A - Rec

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THIS MORTGAGE MODIFICATION AGREEMENT, made as of this day of June 16, 1988, by and between the Heritage Bank of Lemont, an Illinois banking association (the "Bank") and Arthur C. Clausen and Cynthia A. Clausen (individually and collectively called the "Mortgagor");

WITNESSETH:

Whereas, Mortgagor has heretofore executed and delivered to the Bank that certain mortgage or trust deed (hereinafter called the "Mortgage") dated as of February 19, 1988, recorded on Feb. 22, 1988, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 88 074658, encumbering the real estate (the "Real Estate") legally described as follows:

Lot 2 in Sluts Resubdivision of Lot 152 \* Except the south 80 feet thereof) in Cicero Avenue, acres being a subdivision of part of the South East 1/4 of Section 21, Township 37 North, range 13, East of the Third Principal Meridian according to the plat thereof Recorded March 26, 1928 as Document #2967574 in Cook County, IL.

PIN No.: 24 21 409 021 Street Address: 11605 S. Leamington, Alsip, Illinois

Whereas, the Mortgage secures the payment of the indebtedness evidenced by that certain note (the "Note") dated February 13, 1988, in the original principal amount of \$ 22,000.00, bearing interest at a rate per annum equal to Prime #, executed by Arthur C. Clausen and Cynthia A. Clausen (individually and collectively called the "Borrower") and with a final payment, if not sooner paid, being due and payable on June 13, 1988; and

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Whereas, the Note is further secured under the terms and provisions of that certain assignment of rents (the "Assignment") dated n/a, 19\_\_, and recorded in said office of the Recorder of Deeds as Document No. \_\_\_\_; and

Whereas, the outstanding principal balance under the Note as of the date hereof is \$ 35,000.00; and

Whereas, Borrower has requested that the Bank allow the following modifications relating to the indebtedness evidenced by the Note and secured by the Mortgage and Assignment:

- (a) extend the maturity thereof to September 16, 1988; (b) modify the repayment thereof as follows: Monthly beginning July 16, 1988

(c) increase the principal amount of said indebtedness to \$ n/a;

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(d)

; and

Whereas, to induce the Bank to permit the requested modifications, Borrower has executed and delivered to the Bank, in substitution for the Note, a new note (the "New Note") dated as of June 16, 1988, in the principal amount of \$ 35,000.00, bearing interest at a rate per annum equal to Prime +2 % and with a final payment, if not sooner paid, being due and payable on September 16, 1988; and

Whereas, it is the intent of the parties hereto that the indebtedness evidenced by the New Note is and shall continue to be secured under the terms and provisions of the Mortgage and Assignment;

NOW, THEREFORE, in consideration of the foregoing and of the agreements contained herein, the parties hereto agree as follows:

1. Contemporaneously with the execution hereof, Borrower has executed and delivered to the Bank, and the Bank has accepted, in substitution for the Note, the New Note. The New Note is and shall continue to be secured under the terms and provisions of the Mortgage and the Assignment and under any other instrument of security or guaranty (herein called the "Security Instruments") executed and delivered to the Bank to secure the payment of the indebtedness evidenced by the Note.

2. The Mortgage is hereby amended as follows:

(a) The first Whereas clause of the Mortgage is hereby deleted and the following substituted therefor:

THAT, WHEREAS, the Mortgagors (or the beneficiaries of Mortgagor if Mortgagor is a trust) are justly indebted to the legal holder or holders of the Note hereinafter described, said legal holder of holders being herein referred to as Holders of the Note, in the principal sum of Thirty Five Thousand and 00/100 Dollars (\$35,000.00) evidenced by that certain Note of dated June 16, 1988, executed and delivered by Arthur C. Clausen and Cynthia A. Clausen and made payable to Heritage Bank of Woodridge, in and by which said Note the obligors thereunder promise to pay the amounts owing thereunder, including without limitation, said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of P +4 percent per annum payable as follows:

and with a final payment of principal and interest, if not sooner paid, being due and payable on September 16, 1988.

(b) All references in the Mortgage to the Note shall be deemed to refer to the New Note and all references, if any, to the Assignment shall be deemed to refer to the Assignment as the same has been modified hereby.

3. All references in the New Note to the Mortgage of the Assignment shall be deemed to refer to the Mortgage and the Assignment as the same have been modified under this Mortgage Modification Agreement.

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4. The Assignment is hereby modified as follows: all references in the Assignment to the Note shall be deemed to refer to the New Note, and all references to the Mortgage shall be deemed to refer to the Mortgage as the same has been modified hereby.

5. This Mortgage Modification Agreement does not constitute the creation of a new debt (except to the extent of any new advances, if applicable) or the extinguishment of the indebtedness evidenced by the Note, nor does it in any way affect or impair the lien of the Mortgage, which the parties acknowledge to be a valid and existing lien on the Real Estate, and the lien of the Mortgage is agreed to have continued in full force and effect from the date hereof and the same shall so continue until fully satisfied. Giving effect to the modifications and amendments set forth in this Mortgage Modification Agreement, all of the terms, provisions, conditions and Security Instruments), including, without limitation, any provision allowing the acceleration of the indebtedness secured thereby and the waiver of homestead rights contained therein, shall be and remain in full force and effect enforceable strictly in accordance with their respective terms.

6. If Mortgagor is a Trust, the following paragraph shall be applicable hereto:

This Mortgage Modification Agreement is executed by the Mortgagor, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by the Bank and by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any liability on said Trustee in its individual capacity personally to pay said Note or New Note or any interest that may accrue thereon, or any other indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any maker or guarantor of the Note or the New Note or of the Borrower or other obligor hereunder or thereunder.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage Modification Agreement as of the day and year first above written.

ATTEST:

Maria P. Albrigo  
Title: Teller Supervisor

MORTGAGOR/TRUSTEE

David A. Boch  
By: David A. Boch, Executive VP

Title: Executive Vice President

MORTGAGOR, INDIVIDUAL

Cynthia Clauson

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BORROWER

[Signature]  
Cynthia Clausen

ATTEST:

[Signature]  
Maria P. Alonzo

Title: Teller Supervisor

Heritage Bank of Lemont

By: [Signature]

Title: David A. Boch, Exec. VP

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
COUNTY OF DuPage )SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Arthur and Cynthia Clausen, who are personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of June, 1988.

[Signature]  
Notary Public

(SEAL)

My Commission Expires: 6-18-88

BANK ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
COUNTY OF DuPage )SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David A. Boch of Heritage Bank of Lemont (the "Bank") and Maria Alonzo of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Exec. VP and Teller Supervisor, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary of said Bank for the uses and purposes therein set forth; and said David A. Boch then and there acknowledged that he, as custodian of the seal of said Bank did affix the seal of said Bank to said instrument as his 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 11th day of June, 1988.

[Signature]  
Notary Public

(SEAL)

My Commission Expires: 6-18-88

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