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COMMERCIAL NATIONAL BANK OF BERWYN

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 10th day of September, 1990, by and between Commercial National Bank of Berwyn ("bank"), MANUFACTURERS AFFILIATED TRUST COMPANY, SUCCESSOR TRUSTEE TO the owner of the note and mortgage hereinafter described, and Affiliated Bank/Western National Bank as Trustee U/T/A dated 9-1-78, representing themselves to be the Trust #7143 and not individually owners of the real estate hereinafter and in said mortgage described ("owner").

In consideration of the mutual promises of the parties hereto, the parties hereby agree to increase the line of credit amount to \$ 30,000.00 in the note or notes of COMMERCIAL NATIONAL BANK OF BERWYN dated November 29th & June 26, 1987 1988 ("note"), secured by a Modification mortgage ("mortgage") recorded on 3-2-89 & June 29, 1987 1989, in the office of the recorder of deeds of Cook County, Illinois, as document No. 3776978T & 3631385T & 87355231 conveying to the bank certain real estate in Cook County, Illinois, described as follows:

Lots Twenty (20), Twenty one (21) and Twenty two (22), in Block Thirteen 9130, in West Grossdale, a Subdivision in the West Half (1/2) of Section 3, Township 38 North, Range 12, East of the Third Principal Meridian, In Cook County, Illinois. Lot Twenty Three (23), in Block Thirteen (13), in West Grossdale, a Subdivision of the West Half (1/2), of the West Half (1/2), of Section 3, Township 38 North, Range, 12, East of the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY RECORDING 143333 TEAM 12/19/90 11:40:00 \$16.05 9003 & C 90459636 COOK COUNTY RECORDER

18-03-301-039 (Lots 20 & 21) PIN: 18-03-301-038 (Lots 22) 18-03-301-037 (Lot 23) COMMON ADDRESS: 9500 Congress Par, Brookfield, Illinois 60513

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COOK COUNTY CLERK'S OFFICE

PROPERTY



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EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE MANUFACTURERS AFFILIATED TRUST COMPANY stamped on the reverse side hereof is hereby expressly made a part hereof.

This agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect. The terms and conditions of this Agreement shall control in the event of any inconsistency between this Agreement and the Note or Mortgage. The Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Owner. This Agreement shall be governed and construed in accordance with the laws of the State Of Illinois. The Owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes of the State Of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interests in the above described real estate, including, without limitations, and exemptions the Owner may have under any state or federal bankruptcy or insolvency laws in the above described real estate.

This loan is payable in full on June 26th, 1992. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Agreement the day and year first above written.

COMMERCIAL NATIONAL BANK, OF BERWYN

BY: [Signature]
Lori A. Jurefik- Asst. VICE PRESIDENT

ATTEST: [Signature]
James A. Cairo- Asst SECRETARY

MANUFACTURERS AFFILIATED TRUST COMPANY, AS TRUSTEE AS AFORESAID AND OWNER: NOT INDIVIDUALLY

[Signature]
Carol Ann Weber, Second Vice President

[Signature]
Tracy L. Welborn, Attesting Secretary

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This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

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I, Maria A. Kwilas, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lori A. Jozefik Asst., Vice President, and James A. Cairo- Assistant Secretary, -cashier of Commercial National Bank of Berwyn, A National Banking Corporation

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the Cashier then and there acknowledged that as custodian of the corporate seal of said Bank, he did affix said corporate seal 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 notorial seal this 10th day of September, 19 90.



Maria A. Kwilas
NOTARY PUBLIC

STATE OF ILLINOIS)

COUNTY OF COOK) SS.

**Second Vice President, Carol Ann Weber and Attesting Secretary, Tracy L. Welborn

I, Linda M. Tonetti, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MANUFACTURERS AFFILIATED TRUST COMPANY, SUCCESSOR TRUSTEE TO AFFILIATED Bank/ Trust #7143 and not individually

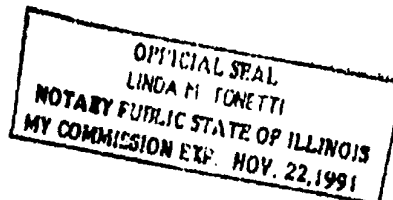
Western National Bank as Trustee U/T/A dated 9-1-78., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and notorial seal this 10th day of September, 19 90.

Linda M. Tonetti
NOTARY PUBLIC

This instrument was prepared by:

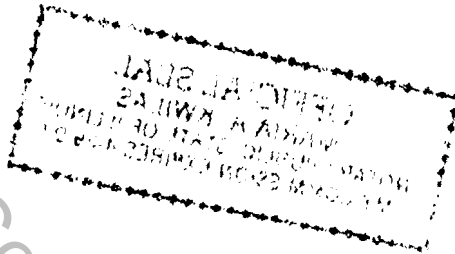
James A. Cairo
Assistant Secretary
COMMERCIAL NATIONAL BANK OF BERWYN
3322 South Oak Park Avenue
Berwyn, Illinois 60402



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LAND TRUST RIDER TO MORTGAGE

**MANUFACTURERS AFFILIATED TRUST COMPANY, SUCCESSOR TRUSTEE TO

This Rider is dated September 10th, 1990 and is a part of and amends and supplements the Mortgage, ("Mortgage") of the same date executed by the undersigned ("Trustee") **Affiliated Bank/ Western National Bank [a national banking association] [an Illinois banking corporation], not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated 9-1-78, 1978, and known as Trust No. 7143 ("Trust No. 7143") to secure a certain Home Equity Revolving Line of Credit Agreement executed by the Trustee and the beneficiaries under Trust No. 7143 ("Agreement") of the same date to Commercial National Bank of Berwyn ("Bank"). The Mortgage covers the property described in the Mortgage and located at : 9500 Congress Park Brookfield, ILLINOIS 60513

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee, if any, or of any beneficiary of Trust No. 7143 and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. This Mortgage is executed by the undersigned, 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 the undersigned thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Agreement contained shall be construed as creating any liability on the undersigned personally to pay the Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of the Agreement and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the

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payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Agreement provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, MANUFACTURERS AFFILIATED TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its/^{SECRETARY} Vice President, and its corporate seal to be hereunto affixed and attested by its ~~Assistant~~ Secretary, the 10th day of September, 1990.
Attesting

MANUFACTURERS AFFILIATED TRUST COMPANY
as Trustee as aforesaid and not personally under Trust No. 7143 and dated September 1, 1978

By: Carol Ann Weber
Second Vice President, Carol Ann Weber

Attest: Tracy L. Welborn
Attesting ~~Assistant~~ Secretary, Tracy L. Welborn

Property of Cook County

STATE OF ILLINOIS)
COUNTY OF COOK)

**MANUFACTURERS AFFILIATED TRUST COMPANY, SUCCESSOR TRUSTEE TO AFFILIATED BANK/WESTERN NATIONAL

I, Linda M. Tonetti, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol Ann Weber, Vice President of ~~COMMERCIAL NATIONAL BANK OF BERYN~~ and Tracy L. Welborn, Attesting Secretary, of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appear 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, as Trustee as aforesaid, 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 Bank did affix the corporate seal of said Bank to said instrument as said ~~Assistant~~ Secretary own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of September 19 90.

Linda M. Tonetti
Notary Public

OFFICIAL SEAL
LINDA M. TONETTI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES NOV. 22, 1991

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This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

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Law Office of Michael J. Vitale
6332 West 26th Street
Berwyn IL 60402

