

RECORDATION REQUESTED BY:

HERITAGE BANK OAK LAWN
6001 WEST 95TH STREET
OAK LAWN, IL 60453

WHEN RECORDED MAIL TO:

HERITAGE BANK OAK LAWN
6001 WEST 95TH STREET
OAK LAWN, IL 60453

SEND TAX NOTICES TO:

HERITAGE TRUST COMPANY AS SUCCESSOR TO
HERITAGE COUNTY BANK AND TRUST COMPANY
17500 SOUTH OAK PARK AVENUE
TINLEY PARK, IL 60477

91242859

DEPT-01 RECORDING \$14.00
T#8888 TRAN 0438 05/22/91 11:16:00
#4349 # H # 91-242859
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 1991, BETWEEN HERITAGE TRUST COMPANY AS SUCCESSOR TO HERITAGE COUNTY BANK AND TRUST COMPANY, AN ILLINOIS CORPORATION (referred to below as "Grantor"), whose address is 17500 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477; and HERITAGE BANK OAK LAWN (referred to below as "Lender"), whose address is 6001 WEST 95TH STREET, OAK LAWN, IL 60453.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 28, 1986 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER ON MARCH 10, 1986 AS DOCUMENT NUMBER 86093158

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

LOTS 30 THROUGH 34, BOTH INCLUSIVE, IN JACOB SCHENKEL'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9630 SOUTHWEST HIGHWAY, OAK LAWN, IL 60453. The Real Property tax identification number is 24-08-106-059, 24-08-106-060, 24-08-106-061, 24-08-106-062 AND 24-08-106-063.

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

- (1.) EXTEND MATURITY DATE FROM MARCH 1, 1991 TO MARCH 1, 1996, (2.) CHANGE INTEREST RATE FROM 12.5% TO 10.5% FIXED, EFFECTIVE MARCH 1, 1991, (3.) DECREASE MONTHLY PAYMENT FROM \$2,836.73 TO \$2,625.45 EFFECTIVE MARCH 1, 1991.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HERITAGE TRUST COMPANY AS SUCCESSOR TO HERITAGE COUNTY BANK AND TRUST COMPANY

By: *[Signature]*

By: *[Signature]*
Asst. Secretary

91242859

LENDER:

HERITAGE BANK OAK LAWN

By: *[Signature]*
Authorized Officer

Village of Oak Lawn

X *[Signature]*

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

On this 1st day of March, 1991, before me, the undersigned Notary Public, personally appeared

Beth O'Hagan and Paul [unclear] of HERITAGE TRUST COMPANY AS SUCCESSOR TO HERITAGE COUNTY BANK AND TRUST COMPANY, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Beth O'Hagan Residing at Tinley Park

Notary Public in and for the State of Illinois My commission expires

OFFICIAL SEAL
Beth O'Hagan
Notary Public, State of IL
My Commission Expires Dec 7, 1993

ATTACHED HERETO IS EXPRESSLY A PART HEREOF:

91242859

1400/E

LENDER ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook



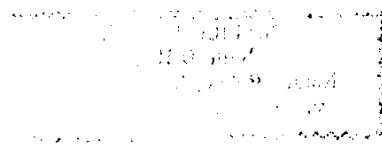
On this 1st day of March, 1991, before me, the undersigned Notary Public, personally appeared Andrew R. Soucek and known to me to be the A.V.P. of HSBC authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Kathrin Kopsian Residing at HERITAGE BANK OF OAK LAWN
Notary Public in and for the State of Illinois My commission expires Oak Lawn, Illinois 60453

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Property of Cook County Clerk's Office

912A2859



RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein 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 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 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 responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

HERITAGE TRUST COMPANY

Clerk's Office
91242859