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THIS AGREEMENT made this 1st day of April, 1992 by and between Heritage Trust Company U/T/U #89-3596 dated February 21, 1989 herein referred to as "Trustee", and Heritage Bank formerly known as Heritage Bank Crestwood, owner and holder of the note secured by the following described Mortgage and Assignment of Rents:

Legal Description

The North 200 feet of the South 250 feet, (excepting therefrom the South 183 feet of the West 200 feet thereof), of the South half of the East half of the West 20 Acres of the South half of the South West quarter of Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PI: #24-34-302-034

SEPT-01 RECORDING \$27.00
T01010 TRAN 2758 05/19/92 1362400
#8534 + 1G *-92-345011
COOK COUNTY RECORDER

Common Address: 4740 West 135th Street, Crestwood, IL. 60445

THAT WHEREAS Trustee heretofore executed a certain Mortgage and Assignment of Rents dated the 24th day of March 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 19, 1989 as Document Number 89172263 and 89172264, conveying the above described premises to Heritage Bank formerly known as Heritage Bank Crestwood an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by Heritage Trust Company T/U/T #89-3596 dated March 24, 1989 payable in the sum of \$550,000.00 as therein provided.

AND WHEREAS said Mortgage and Assignment of Rents, securing said Principal Promissory Note is a valid and subsisting lien on the premises described therein.

AND WHEREAS the parties thereto have agreed upon certain modification of the terms of said Note and Mortgage and Assignment of Rents, and to the time of payment of said Note.

NOW, THEREFORE, in consideration of the premises, and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree as follows: That said Note, Mortgage and Assignment of Rents by and the same is hereby modified to show the first payment due on the first day of April, 1992, consisting of a principal and interest payment in the amount of \$5,857.90, and on the first day of each month thereafter at a rate of 9.50% fixed, with the final payment, of principal plus all accrued interest if not sooner paid, due on the 24th day of February 2004.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said Note and Mortgage and Assignment of Rents, shall remain unchanged and in full force and effect for and during said period except only as herein specifically modified, and further that in event of default in the payment of principal or interest due under said Note as herein modified, or in the event of failure to perform any and all of the agreements contained in said Note, Mortgage and Assignment of Rents as herein modified, the entire amount of unpaid principal and interest shall at the option of the holder thereof become immediately due and payable without notice or demand; that all the rights and obligations under said Note, Mortgage and Assignment of Rents as modified shall extend to and be binding on the successors and assigns of Bank and the successors and assigns of Trustee.

This Agreement is executed by Heritage Trust Co. T/U/T #89-3596 not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred on it as such Trustee, and said Trustee hereby warrants that it has full power and authority to execute this instrument and that nothing herein, or in said Note contained shall be construed as creating any liability on said Heritage Trust Co. T/U/T #89-3596 either individually, or as Trustee personally to pay the said Note as modified or interest thereon, or to perform any covenant either expressed or implied therein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereinafter claiming any right hereunder, and as far as Heritage Trust Co. T/U/T #89-3596 either individually, or as Trustee, or its successors personally are concerned, the holder of said Note, or of any indebtedness

accruing hereunder shall look solely to the premises herein described for the payment of sums due, or the enforcement of the lien created by said Heritage Trust Co. T/U/T #89-3596.

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Dated this 1st day of April 1992

HERITAGE TRUST COMPANY

as Trustee aforesaid, and not personally

By: Linda Lee Lutz
Lead Trust Officer

WITNESSES

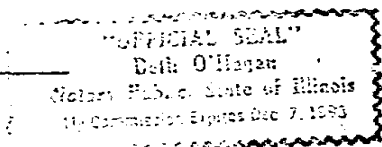
[Signature]
Assistant Secretary

STATE OF ILLINOIS)
County of Cook)

I, Beth O'Hagan a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Linda Lee Lutz and Lynne A. [unclear] who are 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 1st day of April, 1992.

[Signature]
(Notary Public)



By: [Signature]
1st Vice President

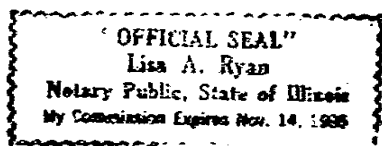
Attest: [Signature]
Vice President

STATE OF ILLINOIS)
County of Cook)

I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that John E. Leahy of HERITAGE BANK and Auray Tancos who are personally known to me to be the 1st Vice President and Vice President are 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, 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 Secretary then and there acknowledged that she as custodian of the corporate seal of said Bank affixed the corporate seal to said instrument as his 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 1st day of April, 1992.

[Signature]
(Notary Public)



RETURN TO: Heritage Bank
13500 S. Cicero Ave.
Crestwood, Il. 60445

THIS DOCUMENT PREPARED BY: Lisa Ryan

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