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HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE

THIS AGREEMENT made this 3rd day of March, 1992 by and between Heritage Bank formally known as Heritage Bremen Bank and Trust Company as Trustee Under Trust Agreement dated March 15, 1982 and known as Trust Number 82-2110 herein referred to as "Trustee", and Heritage Bank formerly known as Heritage Bremen Bank and Trust Company, owner and holder of the note secured by the following described Mortgage:

Legal Description

Parcel 1: Parcel 278 in Crystal Tree 3rd addition, being a Subdivision of parts of Lots 103, 105, and 213 in Crystal Tree, being a subdivision of part of the West 1/2 of Section 8, Township 36 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 2: Private roadway easement appurtenant to and for the benefit of Parcel 1 over Lot 215, for ingress and egress, as set forth in the declaration recorded March 24, 1988 as document number 88121062 and re-recorded April 28, 1988 and document number 88178671.

Parcel 3: Private roadway easement appurtenant to and for the benefit of Parcel 1 over Lot 475 for ingress and egress as set forth in the declaration recorded March 24, 1988 as document number 88121062 and re-recorded April 28, 1988 as document number 88178671

PIN #27-08-201-021 and 27-08-201-021

Common Address: 14618 Golf Road, Orland Park, Illinois 60462

THAT WHEREAS Trustee heretofore executed a certain Mortgage dated the 8th day of September 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 14, 1989 as Document Number 89432114, conveying the above described premises to Heritage Bank formerly known as Heritage Bremen Bank and Trust Company an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by Salvatore C. Lio and Genevieve Lio dated September 8, 1989 payable in the sum of \$240,000.00 as therein provided.

AND WHEREAS said Mortgage 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 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 by and the same is hereby modified to show the first payment due on the 1st day of April, 1992, consisting of a principal and interest payment in the amount of \$2,365.79, and on the first day of each month thereafter at a rate of 8.25% fixed, with the final payment, of principal plus all accrued interest if not sooner paid, due on the 1st day of October, 2004.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said Note and Mortgage, 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 and Mortgage 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 and Mortgage 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 #82-2110 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 #82-2110 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 #82-2110 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 #82-2110.

25.00¢

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Property of Cook County Clerk's Office

Dated this 3rd day of March, 1992

HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE

as Trustee aforesaid, and not personally

By: Linda Lee Duty
Land Trust Officer

ATTEST

Linda Lee Duty
Assistant Secretary

DEPT-01 RECORDINGS \$25.00
TH9999 TRAN 1533 05/26/92 11:16:00
#4163 # 1F N-92-362246
COOK COUNTY RECORDER

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 _____ and _____ 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 3rd day of March, 1992.

(Notary Public)

BORROWER:

By: Salvatore Lio
Salvatore Lio

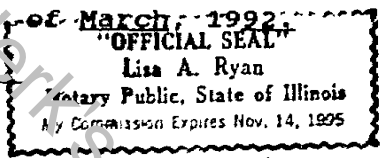
By: Genevieve Lio
Genevieve Lio

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 Salvatore Lio and Genevieve Lio 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 3rd day of March, 1992.

Lisa A. Ryan
(Notary Public)



By: J.E. Valette
Vice President

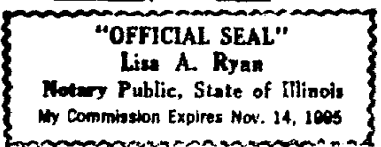
Attest: Audrey Tancos
Assistant Secretary

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 James Valette of HERITAGE BANK and Audrey Tancos who are personally known to me to be the Vice President and Assistant Secretary 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 3rd day of March, 1992.

Lisa A. Ryan
(Notary Public)



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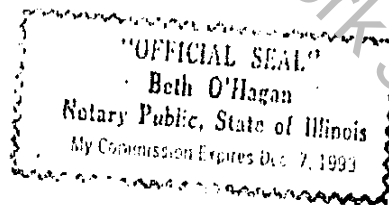
CORPORATE NOTARY

STATE OF ILLINOIS }
 }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ 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 corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of March, 1992.

Beth O'Hagan
Notary Public



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