

93274371

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Doc. CL 1096005013 --1

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement is made and entered into this April 15, 1993 by and between GARY-WHEATON BANK, NATIONAL ASSOCIATION, a National Banking Association (hereinafter "Bank"), and George M. Rieckhoff 111, a/k/a George M. Rieckhoff and Betty L. Rieckhoff, a/k/a Betty Lynn Rieckhoff, first party and (hereinafter "Mortgagor"), and George M. Rieckhoff and Betty Lynn Rieckhoff (hereinafter "Borrower").

WHEREAS, Borrower has previously executed an Original Note ("Note") dated April 10, 1991 in favor of Bank in the original amount of Seventy Six Thousand and 00/100--(\$76,000/00); and subsequently modified and extended by modification agreement dated April 15, 1992 to extend the maturity date to April 15, 1993.

WHEREAS, to secure the Borrower(s) indebtedness to the Bank under said Note, the Mortgagor has executed and delivered to Bank a certain mortgage dated April 10, 1991 and recorded with the Recorder of Deeds Cook County as Document 91167410, with respect to the property legally described as follows:

in attached Exhibit "A"

Commonly known as: 816 W. Bartlett Road, Bartlett, Illinois

Whereas, the Note matured by its original term on April 14, 1992; and

Whereas, the parties desire to modify the mortgage by deleting the following language:

"On April 15, 1992 all of the remaining principal and accrued interest shall be due and payable.", and by deleting any maturity date as evidenced by any subsequent modification agreements.

WHEREAS, the parties further desire to modify the mortgage by including the following language:

"This mortgage is given to secure payment of the indebtedness evidenced by the Note, including any modifications, extensions or renewals thereof and to further secure payment of any other amounts due or to become due under this Mortgage."

NOW, THEREFORE, in consideration of One and 00/100 Dollar (\$1.00) received and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. The following language is to be deleted "On April 15, 1992, all of the remaining principal and accrued interest shall be due and payable", and delete any maturity date as evidenced by any subsequent modification agreements.

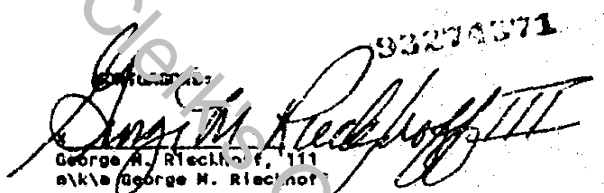

2. The following language is to be included in the original mortgage: "This mortgage is given to secure payment of the indebtedness evidenced by the Note including any modifications, extensions or renewals thereof and to further secure payment of any other amounts due or to become due under this Mortgage."

3. Mortgagor hereby consents to the foregoing Modification of the Mortgage and hereby reaffirms all of the terms, conditions and provisions of the Mortgage given as security for the Note.

IN WITNESS WHEREOF, the parties have executed this Mortgage Modification on the date first above written.

BANK:
Gary-Wheaton Bank, National Association


BY: Paul E. Rohr
Vice President

93274371

George M. Rieckhoff, 111
a/k/a George M. Rieckhoff

X Betty L. Rieckhoff
Betty L. Rieckhoff,
a/k/a Betty Lynn Rieckhoff

23.00
E

This document prepared by
and after recording mail to:
Lee Guthrie
Commercial Loans, Suite 2034
Gary-Wheaton Bank, National Association
120 E. Wesley
Wheaton, IL 60187

Risk Rate: -5-
Tax ID 36 2904 100
Code 5000 1c2
gl 4
Officer: PER

DEPT-01 RECORDING \$25.00
T#0808 TRAN 4348 04/14/93 09:48:00
#8344 # *--93--274371
COOK COUNTY RECORDER

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Property of Cook County Clerk's Office

92074371

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

The East 10 feet of the West 490 feet of Lot 22 (except the South 50 feet) in County Clerk's Division of unsubdivided lands in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The East 140 feet of the West 480 feet of lot 22 (except therefrom the South 200 feet) in County Clerk's Division of unsubdivided lands in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

The East 70 feet of the West 450 feet of the South 200 feet of Lot 22 (except that part conveyed to County of Cook by Deed as document number 14 363 560 in County Clerk's Division of unsubdivided lands in Section 34, Township 41 North, Range 9, East of the Third principal meridian, in Cook County, Illinois.

PARCEL 4:

A part of lot 3 in Section 34, Township 41 North, Range 9, East of the Third Principal meridian, described as follows: beginning at the south west corner of the north west quarter of said section, thence east 12.21 chains, thence north to the south line of Chicago, Milwaukee and St. Paul railroad right of way, thence northwesterly along the south line of said railroad to the west line of the North West quarter, thence south along the west line of said section 34 to the place of beginning (excepting therefrom that part of said premises lying south of the north line of the premises conveyed to the county of Cook by Deed dated June 22, 1948 and recorded July 21, 1948 as document 14 363 569 and also excepting therefrom the West 490 feet, as measured along the south line) also known and described as: Lot 22 (except that part lying south of the north line of the premises conveyed to the County of Cook by deed dated June 22, 1948 and recorded July 21, 1948 as document 14 363 569 (except the west 490 feet as measured along the south line) in county clerks division of unsubdivided lands in section 34, aforesaid in Cook county.

P.I.N. 06 34 100 021 and 06 34 100 019

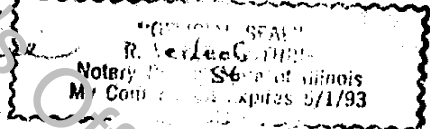
Common Address: 816 W. Bartlett Road, Bartlett, Illinois 60103
(herein "Property Address")

INDIVIDUAL ACKNOWLEDGMENT

State of Illinois)
County of Cook)

On this 30 day of March, 1992, before me, the subscriber, a Notary Public in and for said County, personally appeared Barbara Ruthoff, known to me to be the person(s) described in the foregoing instrument, who executed the within instrument in my presence and who acknowledged the execution thereof to be her free act and deed.

R. Verlaeg
Notary Public



This document prepared by
and after recording mail to:
Lee Guthrie
Commercial Loans, Suite 2034
Gary-Wheaton Bank, National Association
120 E. Wesley
Wheaton, IL 60187

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