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RECORDATION REQUESTED BY:

Midwest Bank and Trust Company
1606 N. Harlem Ave.
Elmwood Park, IL 60635

WHEN RECORDED MAIL TO:

Midwest Bank and Trust Company
1606 N. Harlem Ave.
Elmwood Park, IL 60635

DEPT-01 RECORDING 429.50
T#0008 TRAM 8663 07/17/95 13:55:00
9640 8 SL *-95-461683
COOK COUNTY RECORDER

SEND TAX NOTICES TO:

Midwest Bank and Trust Company
1606 N. Harlem Ave.
Elmwood Park, IL 60635

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, Illinois 60635

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 13, 1995, BETWEEN Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company U.T.A. #85-04-4665, as Trustee, (referred to below as "Grantor"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60635; and Midwest Bank and Trust Company (referred to below as "Lender"), whose address is 1606 N. Harlem Ave., Elmwood Park, IL 60635.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 3, 1994 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage recorded as Document #94528742 and Assignment of Rents recorded as Document #94528743

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

Lot 3 in Mont Clare Hillside Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 40, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 2040 N. Harlem Avenue, Elmwood Park, IL 60635. The Real Property tax identification number is 12-36-231-016.

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

Said remaining indebtedness of \$115,424.33 shall be paid on or before 06/13/96. The interest rate is hereby changed to 9.25% fixed. The monthly payments of \$1,237.03 shall be paid beginning 7/16/95 first to be applied to interest and the balance to principal until said indebtedness is paid in full. (not to exceed 06/13/96).

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

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06-13-1995

MODIFICATION OF MORTGAGE (Continued)

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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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS #85-04-4665 AND NOT PERSONALLY AND DATED APRIL 9, 1985.

BORROWER:

Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company U/T/A #85-04-4665

not not personally

By: [Signature]

~~Emily S. Mentone, Assistant Vice President~~
David Augustyn

By: [Signature]

Margaret Truschke, Land Trust Administrator

LENDER:

Midwest Bank and Trust Company

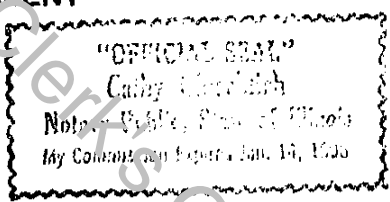
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By: [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS



On this 30th day of June, 1995, before me, the undersigned Notary Public, personally appeared Emily S. Mentone, Assistant Vice President; and Margaret Truschke, Land Trust Administrator of Midwest Trust Services, Inc. successor to the Midwest Bank and Trust Company U/T/A #85-04-4665, 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 [Signature] Residing at 1606 N. Harlem Avenue

Notary Public in and for the State of Illinois

My commission expires January 14, 1996

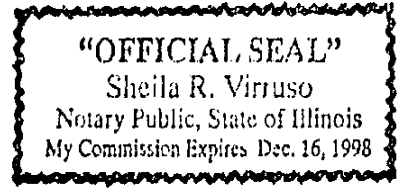
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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook) ss



On this 13th day of June, 19 95, before me, the undersigned Notary Public, personally appeared Stephen Cortti and known to me to be the Asst. Vice President, 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 Sheila R. Virruso Residing at Chicago, Illinois

Notary Public In and for the State of Illinois

My commission expires Dec. 16, 1998

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[IL-G201 CAPOZZI.LN]

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THIS RIDER IS ATTACHED TO AN MADE PART OF A CERTAIN MODIFICATION OF MORTGAGE DATED MAY 5, 1994 EXECUTED BY MIDWEST TRUST SERVICES, INC., SUCCESSOR TO THE MIDWEST BANK AND TRUST COMPANY AS TRUSTEE U/T/A #95-04-4665:

This document is executed by the Midwest Trust Services, Inc., successor to the Midwest Bank and Trust Company, not personally, but as trustee as aforesaid, and the exercise of the power and authority conferred upon and vested in said trustee. It is expressly understood and agreed that each original and successive owner and holder of this document that nothing herein contained will be construed as creating any personal liability on the Midwest Bank and Trust Company or any beneficiaries under said trust agreement to pay this document or any interest that may accrue hereunder, all such liability, if any, being expressly waived, and that any recovery on this document or on the property described in said mortgage by enforcement of the provisions contained in said mortgage and note, but this waiver shall not in any way affect the personal liability or any co-signer, endorser or guarantor of this document. Each original and successive owner or holder of this document accepts the same upon the express condition that no duty shall rest upon the trustee to sequester the rents, issuances and profits arising from the property described in said mortgage or the proceeds arising from the sale or other disposition and use.

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