

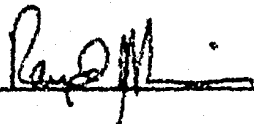
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2) Borrower hereby agrees to pay the Bank a fee for procurement of a title report showing any and all recorded liens against the mortgaged premises.

3) Notwithstanding anything to the contrary herein, the terms and conditions of the aforementioned Agreement and Mortgage, not expressly modified by the terms of this Modification Agreement, shall remain in full force and effect. In all other respects, the Borrower reaffirms all of the terms, conditions, and covenants of the Agreement and Mortgage as identified above. In addition, this Modification neither changes, modifies, extends, establishes nor terminates any rights or obligations of the parties to any of the mortgage loan documents presently encumbering the mortgaged premises or any modifications thereof.

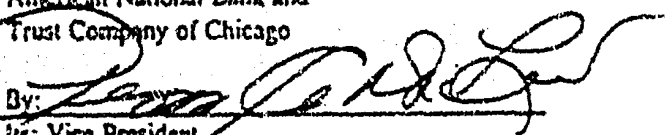
In consideration of the modification of the terms of the Agreement and Mortgage, as here and above set forth, Borrower hereby covenants and agrees to pay the balance of the indebtedness evidenced by the Agreement and secured by the Mortgage as herein evidenced by the Agreement and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage and further agrees that the prepayment privilege now in effect shall remain in full force and in effect.

In Witness Whereof, the parties have executed this Modification Agreement as of the date and year first written above:

  
\_\_\_\_\_

(Trustee's Signature Rider attached hereto and made a part hereof)  
\_\_\_\_\_

American National Bank and  
Trust Company of Chicago

By:   
Its: Vice President

Signed before me this 12th day of

SEPTEMBER, 1995.

\_\_\_\_\_  
Notary Public

This document has been prepared by: Joanne M. Compton  
and upon recording, please return to:

American National Bank and Trust Company of Chicago  
Attn: Home Equity Dept.  
33 N. LaSalle St.  
Chicago, IL 60690



MAIL TO

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#1007111111

LOT 19 EXCEPT THE NORTHWESTERLY 10 FEET THEREOF IN WILLIAM H. BRITIGAN'S SUNSET RIDGE GOLF CLUB ADDITION , BEING A SUBDIVISION OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  (EXCEPT THE NORTH 5 ACRES) AND ALSO THAT PART OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  LYING WESTERLY OF HAPP ROAD AND THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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This document is executed by Bank One, Chicago, NA, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the undersigned hereby represents that, to the best of its knowledge, it possesses full power and authority to execute this instrument. Further, this document has been executed solely upon the direction of the beneficiaries of this Trust who have the power to make such direction.

It is expressly understood and agreed that nothing herein shall be construed as creating any liability on the undersigned personally or to perform any covenants either expressed or implied herein. All such liability, if any, is hereby expressly waived by the party whose benefit this instrument is being executed and by every person now or hereafter claiming any right or security hereunder. That by acceptance of this instrument the party for whose benefit this instrument is being executed agrees to look solely to the premises hereby conveyed for the payoff thereof, by the enforcement of the lien hereby created, in the manner herein provided or by action to enforce the personal liability of the guarantor, if any, and not to the Trustee personally, for any liability and obligation created hereby.

Bank One, Chicago, NA, as Trustee under the aforesaid Trust Agreement has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties, made, granted, extended or asserted whether expressly made or implied by any document to which this exculpation and the Trustee's signature is attached regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to, or for the party whose benefit this instrument is being executed. Further, said Trustee hereby represents that, to the best of its knowledge, it does not now have, nor has it ever had, any use, possession, management or control rights or responsibilities with regard to the real property to which title is held by this Land Trust.

Trustee has affixed its exculpatory clause limiting the Trustee's liability under this document, and acceptance of this document by the party for whose benefit this instrument is being executed shall be deemed acceptance of the terms, conditions and provisions of this exculpatory provision.

Bank One, Chicago, NA, as successor by merger with  
Bank One, Wilmette, E/W/A,  
First Illinois Bank of Wilmette  
not personally, but as Trustee under  
Trust No. TB-0250

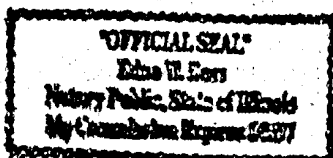
Attest: Administrative Assistant  
Administrative Assistant

By: Dee K. Horgan  
ASSISTANT VICE PRESIDENT  
AND TRUST OFFICER

State of Illinois  
Cook County

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT the persons whose names are subscribed to the foregoing rider are personally known to me to be the duly authorized officers of Bank One, Chicago NA, and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their 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 official seal this 6th day of September, 1995.



Edna W. Egan  
Notary Public

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