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MODIFICATION AGREEMENT

This Modification of Loan #17596 and Mortgage (herein after referred to as the "Modification Agreement") made this 16th day of April, 1996, by East Side Bank and Trust Company, not personally, but as Trustee U/T/A dated April 16, 1990 A/K/A Trust #1566 and Marquette National Bank, not personally, but as Trustee U/T/A dated April 29, 1980 A/K/A Trust #9504 (hereinafter referred to as "Mortgagors") and East Side Bank and Trust Company (hereinafter referred to as "Mortgagors") and Brian L. Alexander and Frances A. Alexander (hereinafter referred to as "Guarantors").

DEFT-01 RECORDING \$29.00

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CDOK COUNTY RECORDER

WITNESSETH

WHEREAS, Mortgagots have executed and delivered to Mortgagee that certain First Mortgage Note dated October 6, 1995, in the original amount of One Hundred Twenty Five Thousand Nine Hundred Twenty Six and 59/100 Dollars (\$17.5,\$26.59) ("Note"), which Note is secured by a Mortgage ("Mortgage") of even date therewith, recorded on October 23, 1995, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. \$27/21873 and a Second Mortgage ("Second Mortgage") of even date therewith, recorded on October 23, 1995, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 95721876 relating to the property legally described in Exhibit "A", attached hereto; and

WHEREAS, Mortgagors, Mortgagee and Guarantors neve agreed to enter into this Modification Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for the state other good and valuable consideration, the receipt of which is hereby acknowledged by Mortgagee; Mortgagers, Mortgagee and Guarantors agree that the Note, Mortgage and Second Mortgage shall hereby be modified as follows:

- 1.) It is hereby acknowledged that as of the date hereof the present principal balance due under the Note, Mortgage and Second Mortgage heretofore referred to is \$125,198.10.
- 2.) That commencing May 10, 1996, and on the 10th day of each month the rafter, Mortgagor shall pay principal and accrued interest of One Thousand One Hundred Ninety Four and 44/100 Dollars (\$1,194.44) with a final payment of all principal and accrued interest, if not paid sooner, on November 10, 2000.
- 3.) Mortgagor also agrees to remit the amount of Three Hundred Five and 17/100 Dollars (\$305.17) which represents ten days of accrued interest due. This Modification Agreement will not take effect until such time as this amount is received by Mortgagee.
- 4.) Except for the modifications stated hereinabove, the Note, Mortgage and Second Mortgage are not otherwise changed, modified or amended, and remain in full force and effect.

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THIS MODIFICATION AGREEMENT is executed by Mortgagors, not personally, but 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 warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagors personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed as of the date first above written.

PERSONALLY BUT AS TRUSTEE U/T/A DATED APRIL 16, 1990 A/K/A TRUST #1566

BY:

Thomas L. Olivieri, Trust Officer (Mortgagor)

BY: <u>Unne Marie Lleudes</u>

Anne Marie Guiden, Trust Orficer (Mortgagor)

MARQUETTE NATIONAL BANK NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED APAR. 19, 1980 A/K/A TRUST #9504

BY: Joyce Madsen, Trust Officer (Mortgagor)

Attest: BY:

(Morigagor) Issistant Secretary

Exculpatory Language Attached Hereto and made a puri Hereof

GUARANTORS:

BY: (Brow O Mayo

Brian L. Alexander (Guarantor)

Frances A. Alexander (Guarantor)

EAST SIDE BANK AND TRUST COMPANY

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Paul Vukanic, Coin'l Loan Officer (Mortgagee)

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it is expressly understood and agreed by and petween the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants. undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties. indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right. but solely in the exercise of the powers conferred upon it as such Trustee. and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank. on account of this instrument or on account of any warranty, indemnity. representation, covenant, undertaking or agreement of the said Trustee in e.
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Cook County Clark's Office this instrument contained, either expressed or implied, all such personal liability, if any, ocing expressly waived and released.

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INDIVIDUAL ACKNOWLEDGMENT

State of Illinois)) sa.
County of Cook)

I. Delica Dolinski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian L. Alexander and Frances A. Alexander, whose names are subscribed to within instrument, appeared before me this day in person and acknowledged that they signed 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 16th day of April, 1996.

"OFFICIAL SEAL"
Debra M. Dolinski
Notur, Public, State of Ellisois
My Commission Expires June 15, 1986

Willia Mr. Wallymeler Notary Public

CORPORATE ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

On this 16th day of April, 1996, before me, the indersigned Notary Public, personally appeared Thomas J. Olivieri, Trust Officer and Anne Marie Guiden, Trust Officer of East Side Bank and Trust Company, and known to me to be authorized agents of the corporation that executed the Note and Mortgage and acknowledged the Note and Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws of by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath sated that they are authorized to execute this Note and Mortgage and in fact executed the Note and Mortgage on behalf of the corporation.

"OFFICIAL SEAL"
Debra M. Bolinski
Notary Public, State of Illinola
My Commission Expires June 15, 1996

Notary Public Notary Public

CORPORATE ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

County of Cook)

On this New way of Acres 1996, before me, the undersigned Notary Public, personally appeared Joyce Madsen. Trust Officer and Kerri Ann Fane, Asst. Secof Marquette National Bank, and known to me to be authorized agents of the corporation that executed the Second Mortgage and acknowledged the Second Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws of by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath sated that they are authorized to execute this Second Mortgage and in fact executed the Note and Mortgage on behalf of the corporation.

"OFFICIAL SEAL"
TERESA F. SALATA
Notary Public, State of Illinois
My Commission Expires 6/2/99

Alguna Ordala.

Notary Public

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EXHIBIT A

Parcel 1 (Legal Description of First Mortgage to East Side Bank & Trust Company Trust #1566)

Unit Number 2 in 15311-29 South 70th Court Condominium as delineated on a survey of the following described real estate: Lots 5 and 6 in Harlem Avenue Business Center Subdivision of part of the Northwest 1/4 of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, which survey shall include attached as Exhibit 'D' to the Declaration of Condominium recorded as document 90073687, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PIN:

28-18-100-050-1002

Common Address

15313 S. 70th Court Orland Park, IL 60462

Parcel 2 (Legal Description of Second inortgage to Marquette National Bank Trust #9504)

Lot 11 in Block 10 in Villa West Addition to Orland Heights, Unit 3, a Subdivision of part of the North West 1/4 of Section 2, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN:

27-02-111-011-0000

Common Address:

13869 Redwood Drive Orland Park, IL: 60462

Prepared by:

Anne Marie Guiden

Mail to:

My Clert's East Side Bank and Trust Company 10635 South Ewing Avenue Chicago, Illinois 60617

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