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RECORDATION REQUESTED BY:

PIONEER BANK & TRUST COMPANY
4000 W. North
Chicago, IL 60639

WHEN RECORDED MAIL TO:

PIONEER BANK & TRUST COMPANY
4000 W. North
Chicago, IL 60639

DEPT-01 RECORDING \$27.00
T#5555 TRAN 8240 07/19/96 13:58:00
#0619 JJJ *-96-554785
COOK COUNTY RECORDER

7000166

Handwritten notes and stamps, including a large 'A' in a circle and 'BANK' at the bottom.

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: **Pioneer Bank & Trust Company (JS)**
4000 W North Avenue
Chicago IL 60639

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE IS DATED JUNE 22, 1996, BETWEEN Pioneer Trust & Savings Bank, as Trustee, (referred to below as "Grantor"), whose address is 4000 West North Avenue, Chicago, IL 60639; and PIONEER BANK & TRUST COMPANY (referred to below as "Lender"), whose address is 4000 W. North, Chicago, IL 60639.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 17, 1996 (the "Mortgage") recorded in Cook County, State of Illinois as follows:
recorded June 05, 1996 as Document #96425011.

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

LOTS EIGHT (8) AND NINE (9) IN BLOCK FOUR (4) IN ROBERT F. SUMMMER'S SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION THIRTY FIVE (35), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD LANDS), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1839 North Pulaski Road, Chicago, IL 60639. The Real Property tax identification number is 13-35-307-007 & 13-35-307-008.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:
increase your credit limit from \$30,000.00 to \$35,000.00..

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 to all such subsequent actions.

Box 2

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06-28-1996
Loan No 0001

MODIFICATION OF MORTGAGE (Continued)

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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 PIONEER TRUST & SAVINGS BANK NUMBER 19165 AND DATED NOVEMBER 17, 1996.

BORROWER:

Pioneer Trust & Savings Bank

By: _____
Authorized signer

SEE RIDER ATTACHED HERETO
AND BY THIS REFERENCE
MADE A PART HEREOF

LENDER:

PIONEER BANK & TRUST COMPANY

By: _____
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public, personally appeared **Authorized signer of Pioneer Trust & Savings Bank**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By _____ Residing at _____

Notary Public In and for the State of _____

My commission expires _____

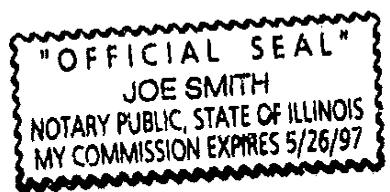
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)



On this 11 day of July, 19 96, before me, the undersigned Notary Public, personally appeared Lawrence Strong and known to me to be the Underwriting Officer, 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 Joe Smith Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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TRUSTEE'S GENERAL EXCULPATORY EXHIBIT

This Modification of Mortgage is executed by the Pioneer Bank & Trust Company as Trustee under Trust No. 19165 dated November 20, 1974 and accepted upon the express understanding that the Pioneer Bank & Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Pioneer Bank & Trust Company because of or on account of the making or executing this document or of anything therein contains, all such liability, if any being expressly waived, nor shall the Pioneer Bank & Trust Company be held personally liable upon or in consequence of any of the covenants of this document either expressed, or implied.

In Witness Whereof, the Pioneer Bank an Trust Company, not personally, but As Trustee aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be herounder affixed and attested by its Assistant Secretary, this 16th day of July, A.D., 1996.

PIONEER BANK & TRUST COMPANY

BY: [Signature]
LAURA HUGHES, TRUST OFFICER

ATTEST: [Signature]
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer 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 then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's 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 16th day of July, 1996.



[Signature]
Notary Public

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