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DEPT-01 RECORDING 123.50
T40001 TRAN 6393 10/25/96 15:34:00
13120 RC *-96-816908
COOK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT

4095126-2518

WHEREAS FIRST NATIONAL BANK OF WHEATON loaned FIRST NATIONAL BANK OF WHEATON, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated OCTOBER 12, 1995 and known as its Trust Number 1042, jointly and severally, the sum of TWO HUNDRED SEVENTY FIVE THOUSAND Dollars (\$275,000.00), as evidenced by a Note, Mortgage and Assignment of Rents executed and delivered on OCTOBER 12, 1995, which mortgage and assignment of rents is duly recorded in the public records as Document Number 25762930, 25762931, in the jurisdiction where the mortgaged property is located, which Note and Mortgage are hereby incorporated herein as part of this instrument, and WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:

EXTEND MATURITY DATE TO OCTOBER 12, 1997.

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness is ONE HUNDRED THIRTY ONE THOUSAND AND EIGHT HUNDRED DOLLARS (\$111,400.00), all of which the undersigned promises to pay with interest at 2.0% per annum until paid, and that the accrued interest shall be paid on a monthly basis, beginning on the 12th day of October, 1996, to be applied to interest, with balance due at maturity, plus a sum estimated to be sufficient to discharge taxes and insurance obligations (if applicable) and that in all other respects said mortgage contract shall remain in full force and effect.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said Trustee personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right to security hereunder, and that so far as the said trustee personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or co-maker, if any.

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IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to the day and year first above written.

First National Bank of Wheaton, As Trustee as aforesaid and not personally,

By [Signature] TRUST OFFICER CORPORATE SEAL

Attest [Signature] Asst. Trust Officer

STATE OF ILLINOIS

I, the undersigned, a Notary Public in and COUNTY OF DuPage for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the First National Bank of Wheaton Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 Company for the uses and purposes therein set forth, and the said officers then and there acknowledged that the said officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of October 1996

Consented to by First National Bank of Wheaton

By: [Signature]

[Signature]
Notary Public



Document Prepared By: First National Bank of Wheaton

LOT 2 IN RICHMOND RESUBDIVISION OF PART OF BLOCK 6 AND VACATED STREETS IN SAID BLOCK 6 IN SNOW AND DICKINSONS ADDITION TO RIVER FOREST, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 1 AND THE EAST 17 ACRES OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1967 AND DOCUMENT NUMBER 20288626 IN COOK COUNTY ILLINOIS.

15-01-113-020 925 KEYSTONE, RIVER FOREST, IL 60305

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