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WHEN RECORDED MAIL TO:

Harris Bank Hinsdale, N. A. 50 South Lincoln Hinsdale, IL 50521 . DEPT-01 RECORDING

\$27.00

. T#0012 TRAN 8536 01/04/96 14:18:00

#1264 # CG #-96-009230

COOK COUNTY RECORDER

96009230

FOR RECORDER'S USE ONLY

29452961

This Modification of Mortgage prepared by:

Harris Bank Hinsdale, N. A. - MEABIII 114 West First Street Hinsdale, IL 60521



MODIFICATION OF MORTGAGE

2711

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 1995, BETWEEN Harris Bank Hinsdale, N. A., not personally but as Trustee under Trust Agreement dated March 9, 1982 and known as Trust #L-526 (referred to below as "Grantor"), whose address is 50 S. Lincoln, rilnsdale, IL 60521; and Harris Bank Hinsdale, N. A. (referred to below as "Lender"), whose address is 50 South Lincoln, Hinsdale, IL 60521.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 18, 1992 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage dated June 18, 1992, and recorded July 10, 1992, as Document #92502848 in the original amount of One Hundred Forty One Thousand Six Hundred Thirty Five and No/100 Dollars (\$141,635.00)

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

Parcel 1: That part of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at a point in a line 357 feet East of the West line of the Northeast 1/4 of the aforesald Northwest 1/4 that is 650 feet South of the North line of aforesald Northwest 1/4; thence South in aforesaid line, a distance of 13.27 feet to a point in the South line of the North 1/2 of the Northeast 1/4 of the aforesald Northwest 1/4; thence Southeasterly in a line, a distance of 106.83 feet to a point in a line 426 feet East of the West line of the Northeast 1/4 of aforesald Northwest 1/4 that is 81.55 feet South of the aforesald South line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4; thence South in last described line, a distance of 190.34 feet to a point in the North line of the South 391.25 feet of the Northeast 1/4 of the Northwest 1/4 of aforesaid Section 18; thence West in aforesaid North line of the South 391.25 feet, a distance of 236 feet to a point in a line that is 190 feet East of the West line of aforesaid Northeast 1/4 of the Northwest 1/4; thence North in aforesaid line, 190 feet East of the Northwest 1/4 of the Northwest 1/4, a distance of 127.50 feet to a point; thence North in last described line, a distance of 30 feet to a point in the West line of the East 1270 feet of the aforesaid Northwest 1/4, a distance of 30 feet to a point; thence East parallel to the North line of aforesaid Northwest 1/4, a distance of 152.96 feet to a point; thence East parallel to the North line of aforesaid Northwest 1/4, a distance of 112.00 feet; thence East parallel to the North line of aforesaid Northwest 1/4, a distance of 112.00 feet; thence East parallel to the North line of aforesaid Northwest 1/4, a distance of 112.00 feet; thence East parallel to the North line of aforesaid Northwest 1/4, a distance of 112.00 feet; thence East parallel to the North line of aforesaid Northwest 1/4, a distance of 112.00 feet; thence East parallel to the North line of aforesaid Northwest 1/4, a distance of 112.00 feet; thence East parallel to the North line of aforesaid Northwest 1/4, a distance of 112.00

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11-15-1995 Loan No 491101-72

MODIFICATION OF MORTGAGE

(Continued)

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Parcel 2: Lot 15 (except the South 21 feet thereof) in A. E. Fossier and Co's "The Woods" a Subdivision of part of the Northwest 14/ of Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lot 16 in A. E. Fossler and Co's "The Woods", a Subdivision of part of the Northwest 1/4 of Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County,

The Real Property or its address is commonly known as 1053 Laurie Lane, Burr Ridge, IL 60521. The Real Property tax identification number is 18-18-104-017-0000, 18-18-104-021-0000 and 18-18-104-041-0000.

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

Extend maturity date, modify interest rate and repayment schedule as more fully described in the Promissory Note even dated herewith to include all renewals, extensions, modifications, relinancings, consolidations and substitutions.

CONTINUING VALIFITY. 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 unlow 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. 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 TRUITED UNDER THE TRUST AGREEMENT DESCRIBED AS HARRIS BANK HINSDALE, N. A. TRUST #L-526 AND DATED MARCH 9, 1982.

BORROWER:

Harris Bank Hinsdale, N. A., not personally but as Trustee under Trus Agreement dated March 9, 1982 and Tort's Original known as Trust #L-526 EXCULPATORY ATT/CHID.

lanet Hale, Assistant Vice President/Trust Officer

LENDER:

Harris Bank Hinsdale, N. A.

Knosy, AVP

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This divergent is made and executed by HARRIS BANK minsosis, as Land Trustes, and is accepted upon the express and Harding and Agreement of the parties hereto that HARRIS BANK Hinedale enters into same not dersenally, but only as such Truetee, and that, anything herein to the contrary notwithstanding, each and all of the indeminious representations, warranties, covenants, agreements and undertakings herein contained are intended not as the personal indomnities representations, warranties, covenants of undertakings of HARRIC BUSH Hinsdale, or for the purpose of binding HARRIS BANK Hinsdale personally, but are made and intended for the purpose of binding only that portion of the Trust Property described heigh), and this document is executed and delivered by HARRIS BANK Hinsdale not in its own right, but solely at the emerges of the party lay an power of direction over the trust and in the exercise of the powers conferred with HARRIS BANK Himest to us such Trustee, and that no personal liability is assumed by, nor shall be asserted against. HARRIS BANK I wisdate or its agents or employees because or on account of its Making or executing this troouseest or on ar over t of any independry, representation, warranty, opvenent, adjretiment or undertaking herein contained. Incidency but not limited to any liability for violations of the Comprehensive Environmental, Response, Company Lich and Liability Act of 1989, 42 U.S.C. Section 9601 w 460, its afficiated or any other municipal, county, status tederal laws, ordinances, godes or regulations definition to "the Trust Property or in the use and occupracy thereof, all such liability. If any, being 'exiditissly walked and released In a further uniterateed and comed and thank it BANK Hinsdale individually. of as Trustee shall have no obligation to see to the performance or non-performance of any indemnity, riddieselfelition warfally. Covered comment or undertaking herein or at alled, and shall not be liable for Will Edition Of Mon addition addition the result of the sturther provided, in seven, that this paragraph shall 'High Mindely life white reachility, recoversely aftend the utiligations of any other a precories hereto or under any Separate instrument of edoption or guarantee nor otherwise impair the well-fity of any indebtedness. evidenced or secured by this document except as expressly set forth.

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