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8/21/97

RECORDATION REQUESTED BY:

BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3631

WHEN RECORDED MAIL TO:

BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3631

SEND TAX NOTICES TO:

STEPHEN H KOGAN and ISABEL
KOGAN
6329 N. AVERS
CHICAGO, IL 60659

DEPT-01 RECORDING \$25.00
T#0009 TRAN 0012 08/04/97 10:13:00
18720 \$ SK *-97-562532
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

25.00

This Modification of Mortgage prepared by: BRICKYARD BANK
6676 N. LINCOLN AVE.
LINCOLNWOOD, IL 60645-3631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 28, 1997, BETWEEN STEPHEN H KOGAN and ISABEL KOGAN, HIS WIFE, IN JOINT TENANCY, (referred to below as "Grantor"), whose address is 6329 N. AVERS, CHICAGO, IL 60659; and BRICKYARD BANK (referred to below as "Lender"), whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60645-3631.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 9, 1994 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED DECEMBER 21, 1994 AS DOCUMENT NUMBER 04037621 MADE BY STEPHEN H. KOGAN AND ISABEL KOGAN, HUSBAND AND WIFE AND GIVEN TO BRICKYARD BANK TO SECURE AN INDEBTEDNESS OF \$164,000.00

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

LOT 182 IN DEVON CRAWFORD ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF FRACTIONAL NORTHWEST 1/4 LYING NORTH OF INDIAN BOUNDARY LINE (EXCEPT THE EAST 26 ACRES THEREOF AND EXCEPT CHICAGO NORTH WESTERN RAILROAD RIGHT OF WAY) IN SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6329 N. AVERS, CHICAGO, IL 60659. The Real Property tax identification number is 13-02-102-013 VOLUME: 318.

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

GRANTOR HAS RECEIVED AN ADDITIONAL ADVANCE OF \$10,000.00. SAID ADVANCE HAS BEEN COMBINED WITH THE LOAN REFERENCED ABOVE FOR A COMBINED TOTAL OF \$161,266.00. SAID ADVANCE IS EVIDENCED BY A NEW PROMISSORY NOTE (NOTE) DATED JULY 28, 1997 AND TO BE FULLY REPAYED ON OR BEFORE JULY 15, 2002. SAID NOTE IS SECURED BY THE PROPERTY PURSUANT TO THE TERMS OF THE MORTGAGE.

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

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MODIFICATION OF MORTGAGE (Continued)


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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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x 
STEPHEN H. KOGAN

x 
ISABEL KOGAN

LENDER:

BRICKYARD BANK

By: 
Authorized Officer

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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) ss

COUNTY OF Cook)

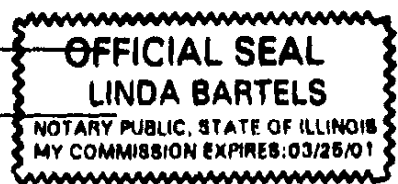
On this day before me, the undersigned Notary Public, personally appeared **STEPHEN H KOGAN and ISABEL KOGAN**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of July, 1997.

By Linda Bartels Residing at 6676 N. Lincoln Ave.

Notary Public in and for the State of Illinois

My commission expires March 25, 2001



LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) ss

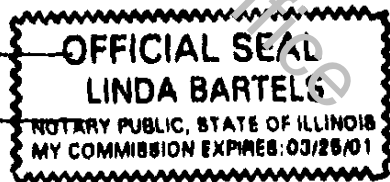
COUNTY OF Cook)

On this 28th day of July, 1997, before me, the undersigned Notary Public, personally appeared Edward Lee and known to me to be the Loan 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 Linda Bartels Residing at 6676 N. Lincoln Ave.

Notary Public in and for the State of Illinois

My commission expires March 25, 2001



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