97162680

DEPT-01 RECORDING

\$27.50

MORTGAGE CORPORATE BORPOWER 740008 TRAH 4359 03/10/97 16:00:00

\$253 \$BJ #~97~162680

COUK COUNTY RECORDER

MOZIGAGE MODIFICATION AGREEMENT

WHEREAS, DOWNERS GROVE MATIONAL BANK, a national banking association, loaned EAGLE EYE CONSTRUCTION CO. INC. the sum of TWO HUNDRED SEVENTY-SEVEN THOUSAND AND NO/100 DOLL ARS (\$277.000.00), as evidenced by a note, and secured by a mortgage signed by DOWNERS (RI)VE NATIONAL BANK AS TRUSTEE LINDER TRUST #90-56 DATED 07/12/90 and delibered on OCTOBER 11, 1996, which document is duly recorded in the office of the Recorder of Deeds, COOK County, Illinois, as Document No. 96-843445, which note and mortgagehereby incorporated herein as a part of this instrument, and

DELT-OI RECORDING

WHEREAS, the property is legally described as follows:

See Exhibit "A" attached.

T#0008 TRAN 4363 03/10/97 16:26:00

\$2553 **; BJ/ *-97-162680**

COOK COUNTY PEGIRDER

WHEREAS, the undersigned owner of said premises, desires a modification of the terms of said loan and said DOWNERS GROVE NATIONAL BANK, has agreed to the terms of said loan modification as herein stated; and

WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be ac misunderstanding or the matter;

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid belance of

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Stopperity of Coot County Clerk's Office April 1977

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said indebtedness is OF UP TO ONE MILLION AND NO/100 (DOLLARS) (\$1,000,000), all of which the undersigned promises to pay with interest at PRIME + 1.5 percent per annum until paid, and that the same shall be payable in the amount of INTEREST ONLY PAYABLE MONTHLY, beginning on MARCH 30, 1997, to be applied first to interest, and the balance to principal. Any remaining unpaid principal and interest shall become due in full at maturity. This indebtedness is confirmed by a renewed and increased note for \$1,000,000 dated February 10, 1997.

It is further agreed that all terms and conditions contained in said note and mortgage not herein specifically modified, shall remain in full force and effect.

This dearmant is eigned by Downers Grove National bank not individually, but sold increase and a first forwarded mornance of the dearmant. Said Trust Agreem the said to the sold increase and the said to the sold increase and the said to the said

Signed, scaled and delivered this 10th day of reprusry, 1997

AS TRUSTEE UNDER TRUST #90-56
Lice President and Trust Offices

DOWNERS GROVE NATIONAL BANK,

BY: Chal Edned S, re

CONSENT TO LOAN MCDIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including any original unreleased borrower or borrowers hereby consent to the foregoing loan modification.

GREGORY HER



Property of Cook County Clerk's Office

Page 3 Mtg. Modification/Eagle Eye February 10, 1997

STATE OF HEROIS COUNTY OF THE OP

A Notary Public in and for anid County and State, do hereby certify that hereby known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, 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 area and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein has forth; and the said Trustee then and there acknowledged that he are custodian of the comparate seal of said Bank, did affix the corporate seal of said Bank to said instrument as he over five and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial real this

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Notary Public West State of Marks

Kotary Public, State of Marks

ity Commission Explore 6 in these

STATE OF ILLINOIS COUNTY OF LUNGE

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that CHARLES E. SMITH. SENIOR VICE PRESIDENT of J.CWNERS GROVE NATIONAL BANK, a national corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being daily authorized, signed and delivered said instrument as his 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

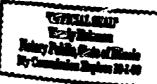
Mylan and Colle

Notery Public

STATE OF ILLINOIS COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that <u>GREGORY ISER</u> personally known to me to be the same person(s) whose name <u>IS</u> subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this



Library Notaman

Notary Public

Property of County Clerk's Office

EXHIBIT "A"

LOT 26 IN EAGLE'S NEST UNIT 2 - RESUBDIVISION IN OUTLOT A IN EAGLE'S NEST OF TINLEY PARK-UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 28-31-416-007
PROPERTY COMMONULY KNOWN AS:
LOT 26, 183RD & OAK PARK AVE
TINLEY PARK, IL

089391

37768BBB00

Property or Coot County Clert's Office