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RECORDATION REQUESTED BY:

Charter National Bank and Trust
2200 West Higgins Road
Hoffman Estates, IL 60195

98875314

2039/0128 52 001 Page 1 of 3
1998-09-30 14:22:23
Cook County Recorder 25.50

WHEN RECORDED MAIL TO:

Charter National Bank and Trust
2200 West Higgins Road
Hoffman Estates, IL 60195

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: **CHARTER NATIONAL BANK & TRUST**
2200 W. HIGGINS RD.
HOFFMAN ESTATES, IL. 60195

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 4, 1998, BETWEEN CHARTER NATIONAL BANK & TRUST U/T/A 06/09/97 AS TRUSTEE UNDER TRUST NO. 1680 (referred to below as "Grantor"), whose address is 2200 W. HIGGINS RD., HOFFMAN ESTATES, IL 60195; and Charter National Bank and Trust (referred to below as "Lender"), whose address is 2200 West Higgins Road, Hoffman Estates, IL 60195.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 29, 1997 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED AUGUST 29, 1997 IN COOK COUNTY AS DOCUMENT NUMBER 97637220

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

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

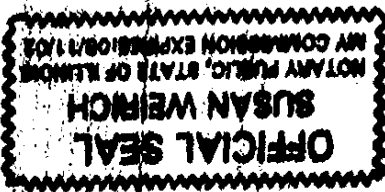
The Real Property or its address is commonly known as 15 N 365 OLD SUTTON ROAD, EAST DUNDEE, IL 60118. The Real Property tax identification number is 01-28-300-0005.

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

THE SECTION TITLED "NOTE" IS HEREBY DELETED AND REPLACED WITH THE FOLLOWING: 1.) THE WORD "NOTE(S)" MEANS THE PROMISSORY NOTES OR CREDIT AGREEMENTS DATED JUNE 29, 1997, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$250,000.00 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCING OF CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTES OR AGREEMENTS. THE INTEREST RATE IS PRIME PLUS .500% AND THE PROMISSORY NOTES OR CREDIT AGREEMENTS DATED JUNE 29, 1997, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$255,925.43 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF EXTENSIONS OF MODIFICATIONS OF, REFINANCING OF CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTES OR AGREEMENTS. THE INTEREST RATE IS 9.25% FIXED. 2.) ANYWHERE IN THE RELATED DOCUMENTS WHERE THE WORD "NOTES" IS USED, SAID TERM SHALL BE DEEMED TO BE READ AS THE TERM "NOTES" AS DEFINED IN THIS "MODIFICATION AGREEMENT".

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

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My commission expires 08-11-09
Notary Public in and for the State of Illinois
By *[Signature]*
Residing at *[Address]*
behalf of the corporation.

On this *15th* day of *September 98*, before me, the undersigned Notary Public, personally appeared **TRUST OFFICER, or CHARTER NATIONAL BANK & TRUST U/T/A 06/09/97 AS TRUSTEE UNDER 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

STATE OF *Illinois*
COUNTY OF *Cook*

CORPORATE ACKNOWLEDGMENT

LENDER:
By: *[Signature]*
Authorized Officer
Charter National Bank and Trust
2200 West Higgins Road
Northbrook, Illinois, IL 60062
847/882-1000
This mortgage is recorded by Charter National Bank & Trust not personally but as trustee, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagor hereon and by every person now or hereafter claiming any right or mortgage hereon that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Charter National Bank & Trust or on any of the beneficiaries under said trust agreement personally or for said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or in hereon any separate either before or implied hereon, considered, all such liability, if any being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by endorsement at the persons hereon and not out of the net assets of the mortgagor, and that any recovery, if any, shall be against the mortgagor, and not against the person or persons of said note, co-signer, endorser or guarantor of said note.

BORROWER:
By: *[Signature]*
TRUST OFFICER, Authorized Signer
CHARTER NATIONAL BANK & TRUST U/T/A 06/09/97 AS TRUSTEE UNDER TRUST NO. 1680 AND NOT PERSONALLY

1680 AND DATED JUNE 9, 1997.
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 1680 AND DATED JUNE 9, 1997.
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.

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09-04-1998
Loan No 1655005100

MODIFICATION OF MORTGAGE (Continued)

Page 3

LENDER ACKNOWLEDGMENT 98875314 Page 3 of 3

STATE OF Illinois

COUNTY OF Cook) ss

On this 4 day of September 1998, before me, the undersigned Notary Public, personally appeared Maria Teresa and known to me to be the Trust 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 Lois Mular Residing at Hoffman Estates

Notary Public in and for the State of Illinois

My commission expires 02-11-02



COOK County Clerk's Office

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