



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

MODIFICATION AGREEMENT

This Modification of Home Equity Agreement and Disclosure, and Mortgage (herein after referred to as the "Modification Agreement") made this 31st day of August, 1998 by American National Bank as successor Trustee to Lake Shore National Bank as Trustee U/T/A dated 11/5/74 and known as Trust #2817 as to Unit 9C; Michael Levin and Carla Levin, husband and wife as joint tenants as to Unit 9D, (herein after referred to as "Mortgagor") and First National Bank (herein after referred to as "Mortgagee").

WITNESSETH

Whereas, Mortgagor has executed and delivered to Mortgagee that certain Home Equity Agreement and Disclosure dated March 3, 1994 in the amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), which is secured by a Mortgage of even date therewith, recorded on April 18, 1994 in the Recorder's Office of Cook County, Illinois as Document Number 94343527 and relating to the property legally described as follows:

See Attached Exhibit A

P.I.N.: 14-28-204-009-1017 & 1018

Also known as: 2912 N. Commonwealth, #9C & #9D, Chicago, Illinois

Whereas, Mortgagor and Mortgagee have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by Mortgagee, the Mortgagor and Mortgagee agree that the Home Equity Agreement and Disclosure, and Mortgage shall be and are hereby modified as follows;

- 1. The Periodic Rate and Corresponding Annual Percentage Rate on your credit line will increase or decrease as the index increases or decreases from time to time. Adjustments to the Periodic Rate and the corresponding Annual Percentage Rate resulting from changes in the Index will take effect on the next business day. In no event will the Annual Percentage

SN
PH
11
MY

UNOFFICIAL COPY

Rate be less than 7.500% per annum or more than the lesser of 15.900% or the maximum rate allowed by applicable law.

RANGE OF BALANCE
OR CONDITIONS
All Balances

MARGIN SUBTRACTED
FROM INDEX
.5000%

- 2. The maturity date of March 3, 1999 is hereby changed to March 3, 2005.
- 3. Beginning February 1999, an annual fee of \$35.00 will be charged to the account.
- 4. Except for the modifications stated hereinabove, the Home Equity Agreement and Disclosure and Mortgage are not otherwise changed, modified, or amended, and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first written above.

FIRST NATIONAL BANK

Guarantors

By: [Signature]
Its: Vice President

[Signature]
Michael Levin
[Signature]
Carla Levin

ATTEST:

By: [Signature]
Its: Admin. Asst

Borrower:

[Signature]
By: _____
American National Bank as successor Trustee to Lake Shore National Bank as Trustee U/T/A dated 11/5/74 and known as Trust #2817, as to Unit 9C
Its: [Signature]

ATTEST:

[Signature]
By: _____
Its: NOT SECRETARY

PREPARED BY AND MAIL TO: GREATBANC LOAN ADMIN/ANDREW D. JONES
C/O FIRST NATIONAL BANK
P.O. BOX 818
FRANKFORT, IL 60423

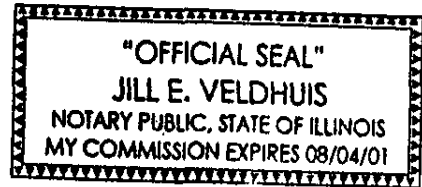
State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael and Carola Lewin personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 27 day of August, 1998.

Jill E. Veldhuis
Notary Public

My Commission expires 8/04/01



State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard Voboril and Linda Kurz, personally known to me to be Vice President and Administrative Assistant of First National Bank, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 21 day of Aug., 1998.

Andrew David Jones
Notary Public

My Commission expires _____



STATE OF ILLINOIS }
COUNTY OF COOK } ss.

SEP 11 1998

The foregoing instrument was acknowledged before me this _____ day of _____ by Gregory S. Kasprzyk Vice President and _____

_____ and _____ respectively, of American National Bank and Trust Company of Chicago, a national banking association, as Trustee, as aforesaid, on behalf of said banking association.

L.M. Sovienksi
Notary



EXHIBIT A

LEGAL DESCRIPTION

UNIT NUMBER 9C AND 9D, AS DELINEATED UPON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY (PARCEL):

THAT PART OF LOTS 3 AND 4 IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 OF SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 100 FEET NORTH OF THE INTERSECTION OF WEST LINE OF COMMONWEALTH AVENUE WITH THE NORTH LINE OF SURF STREET; THENCE NORTH ALONG THE WEST LINE OF COMMONWEALTH AVENUE 85 FEET TO THE SOUTH LINE OF AN 18 FOOT PUBLIC ALLEY; THENCE WEST ALONG THE SOUTH LINE OF SAID PUBLIC ALLEY 100 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF COMMONWEALTH AVENUE 85 FEET TO A POINT 100 FEET NORTH OF THE NORTH LINE OF SURF STREET; THENCE EAST 100 FEET PARALLEL TO THE NORTH LINE OF SURF STREET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE 2912 CONDOMINIUM ASSOCIATION AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 22394645 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.