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DEPT-01 RECORDING

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 - COOK COUNTY RECORDER

WORTH BANK AND TRUST 6825 WEST 111TH STREET WORTH, ILLINOIS 60482

NOTE AND MORTGAGE LOAN MODIFICATION AGREEMENT

MODIFICATION A(REMENT, MADE February 1, 1998, between Worth Bank and Trust(The Mortgagee) of 6825 W. 111th Street, Worth, Illinois 60482 and Worth Bank and Trust, Trustee Under Trust # 4670 dated April 11, 1991 (Mortgagor) 3 Cour Lasalle, 2/198 Hills, Illinois 60465

RECITAL'S

REITITLE SERVICES # 584 5

WHEREAS,

A. The Mortgagee is the holder of a certain note dated on April 25, 1991 and executed and delivered to the Mortgagee by the Mortgagor on or about April 29, 1991 in the amount of Ninty One Thousand Six Hundred and 00/100 (\$91,600.00) DOLLARS (the Note): and

WHEREAS.

B. The Note is secured by a certain Real Estate Mortgage dated April 25,1991 and recorded April 29, 1997, as Document Number 91196103 in Cook County, State of Illinois, (The Mortgage), and by an Assignment of Rents-Leases dated April 25, 1991 and recorded April 29, 1991, as Document Number 91196110 in Cook County, State of Illinois, on real property (the Mortgaged Premises) commonly known as 3 Cour Lasalle, Palos Hills, Illinois 60465 and legally described as follows:

PARCEL 1: THE NORTHEASTERLY 24.00 FEET OF THE SOUTHWESTERLY 80.57 FEET OF AREA #1 IN LOT #1 IN LOT 7 IN PALOS RIVIERA UNIT #2, BEING A SUBDIVISION OF PART OF THE NORTH 4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS AS SHOWN ON THE PLAT ATTACHED THERETO RECORDED AS DOCUMENT 20609160 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS. P.I.N. 23-23-201-089-0000

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Proberty of Cook County Clark's Office

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C. The Mortgagor and Mortgagee wish to modify certain terms of either the Note or the Mortgage, or both, without the necessity of rewriting the Note and/or the Mortgage and without affecting the obligations of the Mortgagor under the Note and Mortgage (except as set forth in this Modification Agreement).

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable considerations, the Mortgagor and Mortgagee agree as follows:

- 1. The Mortgage and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of EIGHTY SIX THOUSAND THREE HUNDRED FIFTY FIVE DOLLARS AND 80/100 (\$86,355.80) Dollars, with interest Thereon from February 1, 1998
- 2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof that those provisions of the Note or the Mortgage, or both, that pertain to the underlined language below shall be, and the same are, hereby modified and amended by the language set forth after the appropriate underlined portion which is acknowledged by the "X" and the Mortgagor's initials.

MODIFICATION OF TERMS OF THE NOTE:

		Interest Rate. The interest rate of Ten and Twenty Five% (10.25%) per annum is adjusted to a rate of Seven and Seventy Five% (7.75%)
	-	per annum on the remaining principal balance.
	_ 0	Default Rate. The default race after default or acceleration shall be equal to(
x	_ 0	Monthly Installment. The monthly installment payment shall be Six hundred Sixty One and 27/100 (\$661.27) DOLLARS, per month effective
		March 1, 1998, which includes payments of principal and interest.
X	_ 0	Maturity Date. The entire indebtedness including principal, accrued interest and all other charges evidenced by the Note, shall be due and payable on the 1ST of February, 2001. (Maturity Date).
	_ 0	Date of Payment. The due date for the monthly payment is changed from, 19, to, 19, and on that same day each month thereafter.
	_ 0	Prepayment Penalty. prepayment of the Note may be made. However, if prepayment of the entire balance is made within three (3) years from the date of this Modification Agreement the Mortgagee may, if allowed by law, charge as a prepayment penalty an amount equal to One (1.0%) Percent of the amount of the prepayment made.

X	O <u>Late Payment Charge</u> . A late payment charge (if
	allowed) may be made in the amount of THIRTY THREE AND 07/100
	(5%) Percent or TEN DOLLARS (\$10.00) whichever is the
	largest, of the amount of any payment received
	by Mortgagee Ten (10) days after the due date
	either set forth in the Note or as modified herein.
MODIFICATI	ON OF MORTGAGE TERMS:
	Amount Secured The principal amount secured by the
	Mortgage is (increased) (reduced) to the amount of
	(\$)
	DOLLARS, plus interest as set forth in the Note or as
	modified by this Agreement.

MODIFICATION - CHIFR

X	0	The Note or Mortgage, or both are additionally modified as follows or as modified herein:

- 3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every other term and provision thereof, and nothing herein contained shall in any way affect the lien of the Mortgage on the Mortgaged Premises. No hing contained in this Modification Agreement shall impair the enforcement of the Note or the Mortgage or the security now held for the indebtedness therewider, nor alter, or waive, annul, vary or effect any other provision, term, conditions, covenants, duties, obligations or remedies available under the Note and Mortgage therein, except as herein modified. It is the intention of the parties that the terms and provisions of all the original loan documents, including the Note and Mortgage, shall continue in full force and effect, together with those sections as modified by this Agreement.
- 4. If Mortgagor consists of two or more persons, the liebility of such persons hereunder shall be joint and several.
- 5. This Agreement shall be binding upon the heirs, successors, and assigns with respect to the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

For the purpose of this Agreement it is executed and effective as of the date of this Agreement set forth above.

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WITNESSES:		MORTGAGOR:	
		Mary O Ciiora	
Exoneration	provision	restricting WORTH BANK AND TRUST TRUSTEE UNDER	rrust

Exoneration provision restricting WORTH BANK AND TRUST TRUSTEE UNDER TRUST any liability of Worth Bank and 4670 DATED APRIL 11, 1991, AND NOT Trust, stamped on the reverse PERSONALLY AVP & TRUST OFFICER side hereof, is hereby expressly made a part hereof.

To be expressly observed and agreed by and between the darrian containing anything here. So the containing two extincted and expressed and they frustee while an form purporting to be the expressed indeantises, captesentwicks, onvenants, undertakings and them, made and intended not an personal extraction, indemnities, general expressed and them, made and intended not an personal expressed by the frustee personally but are made and intended for the purpose of frustee personally but are made and intended for the purpose of the frustee personally but are made and intended for the purpose of the proper conferred upon it as such Trustee and the proper conferred upon it as such Trustee and the no personal in the powers conferred upon it as such Trustee and the no personal in the powers conferred upon it as such Trustee and the no personal in the powers conferred upon it as such Trustee and the no personal in the powers conferred upon it as such Trustee and the no personal institution of the powers of t

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STATE OF ILLINOIS)	
COUNTY OF COOK)	;
On this 24TH day of MAR acknowledged before me by MA	CH , 19 98, this Agreement was RY T.CICIORA, AVP & TRUST OFFICER
OFFICIAL SEAL MARIANNE C. VANEK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-19-98	Notary Public COOK County, ILLINOIS My Commission expires
WITN LSSES:	MORTGAGEE: OMBA Floryce All
STATE OF ILLINOIS) SS: COUNTY OF COOK)	
on this 24 day of Maland for said County, personally of Ward Bank Flux instrument on behalf of said Ba	the Ward Vill File Line and acknowledged the foregoing
	My Commission Gap LAS My Commission Gap LAS MARY JANE CAPPMAN
THIS INSTRUMENT PREPARED BY:	NOTARY PUBLIC 51 A 12 OF ILLINOIS
CATHY MURPHY 3052 W. 111TH STREET CHICAGO, IL 60655	MYCOMMISSION ENTRY