

Prepared by:
Foran, Nasharr & O'Toole
55 West Wacker Drive, Suite 1000
Chicago, Illinois 60601

Return to:
TCF NATIONAL
BANK ILLINOIS
Loan Administration Dept.
6353 West 55th Street,
Chicago, Illinois 60638



(The Above Space For Recorder's Use Only)

AMENDMENT TO MORTGAGE

THIS AMENDMENT made as of the 1st day of March, 1998 by and between **FIRST NATIONAL BANK OF EVERGREEN PARK, not personally, but as Trustee U/T/A** dated **December 19, 1986** and known as Trust No. 9450 (hereinafter referred as "Mortgagor") and **TCF NATIONAL BANK ILLINOIS**, successor by merger to Capitol Federal Savings of America (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagee is the holder and owner of a certain Mortgage (hereinafter referred to as the "Mortgage") securing a Note (hereinafter referred to as the "Note") in the original principal sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) from the Mortgagor dated August 1, 1988 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage was recorded August 9, 1988 with the Recorder of Deeds of Cook County, Illinois as document No. 88358249 and conveyed the real estate described below:

SEE EXHIBIT A ATTACHED HERETO, WHICH IS MADE A PART OF THIS DOCUMENT.

WHEREAS, the Note has been previously modified pursuant to a certain Modification Agreement dated December 30, 1988 amending the monthly payment amount and payment date on the Note and further modified by a certain Modification Agreement dated December 21, 1992 amending the maturity date and certain other terms of the Note; and

WHEREAS, the parties desire to further modify the maturity date and certain other terms of the Note to provide for full repayment of all indebtedness secured by the Mortgage on or before March 1, 2008.

NOW THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, Mortgagee and Mortgagor agree as follows:

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1. The Maturity Date of the Note as reflected on the Mortgage is hereby changed to March 1, 2008. Mortgagor will make monthly payments until March 1, 2008, at which time the entire remaining balance including any deferred interest and other charges due under the Note, as modified, will be fully due and payable.

2. This Agreement shall be attached to and made a part of the Mortgage.

3. Mortgagor warrants that the Mortgage, as modified hereby, is a valid, first and subsisting lien on the real estate, binding and enforceable according to its terms.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

FIRST NATIONAL BANK OF EVERGREEN PARK, not personally, but as Trustee U/T/A dated December 19, 1986 and known as Trust No. 9-50

By: Robert J. Mayo
Name: Robert J. Mayo

Attest: Nancy Rodighiero
Name: Nancy Rodighiero

Title: Vice President & Trust Officer

Title: Assistant Trust Officer

ACCEPTED:

TCF NATIONAL BANK ILLINOIS, successor by merger to Capitol Federal Savings of America

By: J.T. Hoover
Name: J.T. Hoover
Title: Vice President

Attest: Michael May
Name: Michael May
Title: Vice President

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RIDER ATTACHED TO AMENDMENT TO MORTGAGE TO:
TCF NATIONAL BANK ILLINOIS

DATED: March 1, 1998 Under Trust No. 9450

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, are not for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 9450

BY: *Robert D. Deary*
Vice President & Trust Officer

ATTEST:

Manay Rodriguez
Assistant Trust Officer

Clerk's Office

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EXHIBIT A

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, ON APRIL 29, 1897, IN BOOK 67 OF PLATS, PAGE 44 AS DOCUMENT NUMBER 2530529 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT POINT OF INTERSECTION OF THE EAST LINE OF SOUTH KILDARE BOULEVARD (A PRIVATE STREET) SAID EAST STREET LINE BEING A LINE 655.93 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE, HERINAFTER DEFINED, OF SAID SECTION 3, WITH A LINE 248 FEET SOUTH FROM AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 3 AND RUNNING; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 128.50 FEET TO ITS INTERSECTION WITH A LINE 784.43 FEET EAST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE OF SECTION 3 THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 208.82 FEET TO A POINT OF 456.82 FEET SOUTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 104.54 FEET TO A POINT 765.93 FEET EAST FROM THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 AND ON A LINE WHICH IS 559.82 FEET SOUTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 110 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID SOUTH KILDARE BOULEVARD, AND THENCE NORTH ALONG SAID EAST LINE OF SOUTH KILDARE BOULEVARD A DISTANCE OF 311.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 4337 South Kildare, Chicago, Illinois 60632
P.I.N. #: 19-03-400-081

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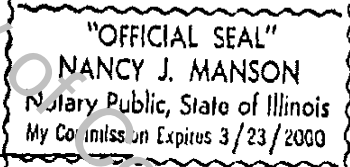
TRUSTEE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared Robert J. Mayo and Nancy Rodighiero known to me to be the Vice Pres. & Trust Off. and Assistant Trust Off. of FIRST NATIONAL BANK OF EVERGREEN PARK, a national banking association, as Trustee aforesaid, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of March, 1998

My Commission Expires:



Nancy J. Manson
Notary Public

LENDER ACKNOWLEDGEMENT

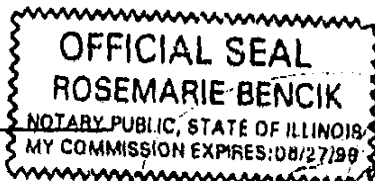
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO CERTIFY that before me this day personally appeared JEFFREY DIERING and MICHAEL MAY known to me to be the VICE PRESIDENT and VICE PRESIDENT of TCF NATIONAL BANK ILLINOIS, a national banking association, and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of March, 1998

My Commission Expires:

6/27/99



Rosemarie Bencik
Notary Public

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