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Cook County Recorder

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#### SECOND MODIFICATION AGREEMENT

This Modification of Home Equity Agreement and Disclosure, and Mortgage (herein after referred to as the "Modification Agreement") made this 17th day of March, 1999 by GreatBanc Trust Company as successor Trustee to First National Bank formerly known as First National Bank in Chicago Heights as Trustee under Trust Agreement dated January 4, 1965, and known as Trust number 367, (herein after referred to as "Mortgager") 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 February 25, 1993 in the amount of Ninety Three Thousand and no/100 Dollars (\$93,000.00), which is secured by a Mortgage of even date therewith, recorded on March 24, 1993 in the Recorder's Office of Cook County, Illinois as Document Number 93217607 and Modification Agreement dated June 12th, 1998, relating to the property legally described as follows:

LOT 6 IN BLOCK 4, IN FIRST ADDITION TO FLOSSMOOR FARMS, A SUBDIVISION AND PART OF THE SOUTHWEST 1/4 OF SECTION 1, FOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 31-01-304-001.

Also known as: 2820 WALLACE DR., FLOSSMOOR, I1, 60422.

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 Note and Mortgage shall be and are hereby modified as follows;

EXONERATION CLAUSE IS ATTACHED HERETO AND MADE A PART HEREOF.

SYN

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- 1. The maturity date of February 25, 1999 is hereby changed to February 25, 2000.
- 2. Except for the modifications stated hereinabove, the Note 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	Guarantor's
By: Millell Its: 12 Portlet	Barbara S. Gubitz  Barbara S. Gubitz
ATTEST:	Gary 6 Goottz
By: ASSISTANT VILL OFFIT OFFIT	Keith Al Gubitz
Borrower:  By: Ungla Liannett:  Greatbanc Trust Company as successor formerly known as First National Ba U/T/A dated January 4, 1965, A/K/	nk in Chicago Heights as Trustee
Its: Ass't V.P. & Sr. Land T.O.	77/1-
Bŷ: Admin. assistant	C/O/T
	LOAN ADMIN/ANDREW D. JONES ENCOLN HIGHWAY / P.O. BOX 818 E, IL 60423
State of Illinois ) County of Cook )	Co
I, the undersigned, a Notary Public	in and for said County, in the

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Barbara S. Gubitz, Gary S. Gubitz, and Keith A. Gubitz, 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 anday of the 1998,

Notary nealth coldberg Notary public state of Illinois My COMMISSION EXP. FEB. 9,2002

My Commission expires

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### EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shill at any time be asserted or enforceable against GreatBanc Trust Company or any of the beneficiaries under said Trust Agrement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as Successor Trustee to First National Bank f/k/a First National Bank in Chicago Heights, Not Individually, but solely as Trustee under Trust No.  $\underline{10-367}$ 

Assistant Vice President and Senior Land Trust Officer

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