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1999-02-02 10:20:18
Cook County Recorder 27.00

This document was prepared by
and after recording should be
returned to:

Bank of America National Trust
and Savings Association
231 South LaSalle Street -0310
Chicago, Illinois 60697
Attn: Jean A. Lamberth
#3039203

1027
7543423 P2

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as
of January 25, 1995 by Melissa A. Chiappetta as Trustee under
Provision of a Trust known as the Melissa A. Chiappetta 1993 Trust
("Borrower"), and **BANK OF AMERICA NATIONAL TRUST AND SAVINGS**
ASSOCIATION, a National Banking Association ("Bank"), formerly known as Bank of
America Illinois

FACTUAL BACKGROUND

A. Under a Private Equity Line of Credit Agreement dated as of May 2, 1995
_____, Bank agreed to establish a line of credit for Borrower in the amount of
\$ 495,000.00 (the "Line of Credit"). Said Private Equity Line of Credit Agreement is
being amended and restated by that certain Amended and Restated Private Equity Line of Credit
Agreement dated of even date herewith. Said Private Equity Line of Credit Agreement
provided, among other things, a maturity date of January 25, 2001 for the Line of
Credit. The Amended and Restated Private Equity Line of Credit Agreement, among other
things, extends the maturity date to May 2, 2004 and increases the Line of
Credit to \$ 750,000.00. The Private Equity Line of Credit Agreement, as amended and
restated, is hereinafter referred to as the "Line of Credit Agreement." Capitalized terms used
herein without definition have the meanings given them in the Line of Credit Agreement.

B. The Line of Credit is secured by a Mortgage dated May 2, 1995
_____ (the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on _____
May 15, 1995, as Document No. 95-317437. The Mortgage encumbers certain
property described as follows (the "Property"):

BOX 333-CTI

4
Ⓜ

L.D. NEW P2

Lot 1 and 2 (except the West 72 feet of Lot 2) in Block 11 in William's Resubdivision of parts of Blocks 11 and 12 of East Hinsdale and Western Springs Resubdivision of part of the East Hinsdale East 1/2 of the Southwest 1/4 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PTN's #18-06-401-023-0000 and 18-06-401-027-0000

such property having an address of 1206 Walnut, Western Springs, Illinois 60558.

C. Borrower and Bank now wish to reaffirm the Mortgage in conjunction with the Amended and Restated Private Equity Line of Credit Agreement.

AGREEMENT

Therefore, Borrower and Bank agree as follows:

1. **Recitals.** The recitals set forth above in the Factual Background are true, accurate and complete.

2. **Increase in Indebtedness and Extension of Maturity Date.** The paragraph entitled "Indebtedness Being Secured" on the first page of the Mortgage is hereby amended by deleting the original "Credit Limit" in the amount of \$ 195,000.00 and replacing it with a "Credit Limit" in the amount of \$ 750,000.00 and deleting the original "Maturity Date" of May 2, 2000, and replacing it with a "Maturity Date" of May 2, 2004.

3. **Reaffirmation of Line of Credit Agreement.** Borrower reaffirms all of its obligations under the Line of Credit Agreement. Borrower acknowledges and agrees that all references to the "Line of Credit Agreement", "Agreement" or words of similar import in the Mortgage and other documents, if any, securing or evidencing the Line of Credit, shall mean the Line of Credit Agreement defined herein.

4. **Borrower's Representations and Warranties.** Borrower represents and warrants to Bank as of the date hereof as follows:

(a) **Mortgage.** All representations and warranties made and given by Borrower in the Mortgage are true, accurate and complete.

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(b) **No Default.** No event of default has occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default.

(c) **Property.** Borrower lawfully possesses and holds fee simple title to all of the Property, and the Mortgage is a First and prior lien on such property. Borrower owns all of the Property which is personal property free and clear of any reservations of title and conditional sales contracts, and also of any security interests other than the Mortgage, which is a First and prior lien on such property. There is no financing statement affecting any Property on file in any public office except for financing statements, if any, in favor of Bank and except as follows: none.

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement.

BORROWER:

Melissa A. Chiappetta
Melissa A. Chiappetta as Trustee under
Provision of a Trust known as the Melissa
A. Chiappetta 1993 Trust

BANK:

**BANK OF AMERICA NATIONAL
TRUST AND SAVINGS**
a National Banking Association

By Paula Saban
Name: Paula Saban
Title: Vice President

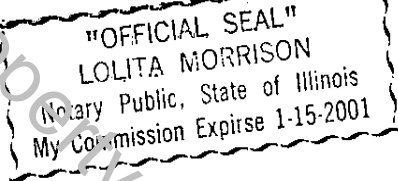
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, LOLITA MORRISON, a Notary Public in and for said county and state, do hereby certify that Melissa A. Chiappetta, as Trustee, personally known to be the same person(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of JAN, 1999.

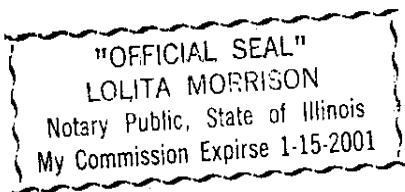


Lolita Morrison
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, LOLITA MORRISON, a Notary Public in and for said county and state, do hereby certify that Paula J. Saban, Vice Pres of Bank of America National Trust and Savings Association, a National Banking Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President of said bank, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act as Vice Pres. of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of JAN, 1999.



Lolita Morrison
Notary Public