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HOME EQUITY LINE OF CREDIT LOAN MODIFICATION AGREEMENT

Reference is made to:

- (a) the First Illinois "Home Equity" Line of Credit Loan Agreement ("Agreement");
- (b) that certain "Home Equity" Line of Credit Mortgage Note ("Note"), and
- (c) the "Home Equity" Mortgage recorded on AUGUST 30, 1988 as document number 3735576 with the (Recorder of Deeds) (Registrar of Torrens Titles), COOK County, Illinois ("Mortgage").

EXHIBIT "A"

LEGAL DESCRIPTION

Lot Fifty Seven (57) in Burr Ridge Meadows Phase Two, being a subdivision in the Southwest Quarter of Section 18 and the Northwest quarter of Section 19, in Township 38 North, Range 12 East of the Third Principal Meridina, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on April 12, 1979 as document number 3085949.

PERMANENT INDEX NUMBER

18 18 302 029 0000 *JK*

PROPERTY ADDRESS

117 Tomlin Circle
Burr Ridge, IL 60521

~~D. THE MORTGAGE IS HEREBY MODIFIED TO PROVIDE THAT SUCH INSTRUMENT AND THE LIEN CREATED THEREBY IS GRANTED AS SECURITY FOR REPAYMENT OF THE NOTE AS MODIFIED HEREBY.~~

THIS INSTRUMENT WAS PREPARED BY: AND MAIL TO:
First Illinois Bank of Willowbrook
Ms. Doreen Kral
730 Plainfield Road
Willowbrook, IL 60521

new note in the amount of \$8,000.00 identified beyond note Donald A. Kral

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WILLOWBROOK, IL 60521
730 PLAINFIELD ROAD
MS. DOREEN KRAL

FIRST ILLINOIS BANK OF WILLOWBROOK
THIS INSTRUMENT WAS PREPARED BY: AND MAIL TO:

U. The Mortgage is hereby modified to provide that such instrument and the lien created thereby is granted as security for repayment of the Note as modified hereby.

C. Guarantors, if applicable, do hereby reaffirm and ratify their guaranty.

B. The Maximum Line of Credit referred to in the Agreement and Note is hereby changed from \$ 75,000.00 to \$ 158,000.00

A. Borrower (and Guarantors, if applicable) do hereby acknowledge and agree that the Agreement, Note and Mortgage are in full force and effect.

NOW, WHEREFORE, for good and valuable consideration Borrower and Bank acknowledge and agree as follows:

Borrower has requested that First Illinois Bank of Willowbrook ("Bank"), holder of the Note, agree to increase the "Maximum Line of Credit" (as defined in the Agreement) and Bank is willing to agree to such request.

THIS AGREEMENT, Note and Mortgage are each dated as of OCTOBER 18, 1988 and executed by DAVID S. SCHMIEGE AND KAREN L. SCHMIEGE, as Borrower.

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New note with amount of \$158,000.00 assigned
Original note Pamela Lloyd Htz

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E. In all other respects the Agreement, Note and Mortgage are hereby ratified and reaffirmed.

DATED at WILLOWBROOK, Illinois as of October 18, 1988

BORROWER:

(X) David P. Schmiege
DAVID P. SCHMIEGE
(X) Karen L. Schmiege
KAREN L. SCHMIEGE

BANK:

FIRST ILLINOIS BANK OF WILLOWBROOK
BY Robert J. [Signature]

GUARANTORS: (if applicable)

CLERK OF COOK COUNTY Clerk's Office

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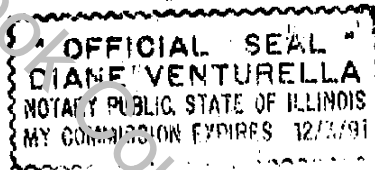
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STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, DIANE VENTURELLA a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that Robert A. Forsek of FIRST ILLINOIS BANK OF WILLOWBROOK, personally appeared before me in person and acknowledge that he signed the foregoing instrument as his free and voluntary act, and as the free and voluntary acts of said Bank, and caused the corporate seal of said Bank to be affixed thereto, for the uses and purposes therein set forth.

Given under my hand and seal this 18th day of October, 1988

Diane Venturella
Notary Public

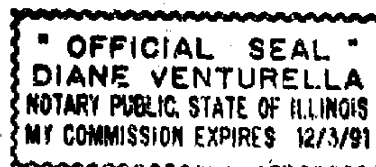


STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, DIANE VENTURELLA, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that DAVID P. SCHMIEGE and KAREN L. SCHMIEGE, His Wife as joint tenants personally appeared before me in person and acknowledged that they signed the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 18th day of October, 1988

Diane Venturella
Notary Public



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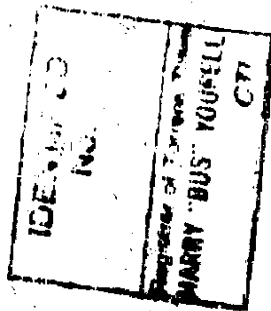
HARRY 'BUS' YOUSSELL
REGISTERED DRIVER

3749681

MR PURVISANT

YOUSSELL

189642



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