Prepared By & Mail To:
Commercial Nat'l Bank of Berwyn
3322 S. Oak Park
Berwyn, IL 60402

3776978

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 28th day of November, 19 88, by and between Commercial National Bank of Berwyn ("bank"), the owner of the note and mortgage hereinafter described, and Western National Bank of Cicero U/T 7143 9/1/78 as Trustee ~~K/A~~ Affiliated Bank/Western National, representing themselves to be the owners of the real estate hereinafter and in said mortgage described ("owner").

In consideration of the mutual promises of the parties hereto, the parties hereby agree to increase the line of credit amount to $ 20,000.00 in the note or notes of COMMERCIAL NATIONAL BANK OF BERWYN dated November 29, 1988, 19__ ("note"), secured by a mortgage ("mortgage") recorded on June 29, 1987, 19__, in the office of the recorder of deeds of Cook County, Illinois, as document No. 87345231 & 3680385, conveying to the bank certain real estate in Cook County, Illinois, described as follows:

Lot 20, 21, 22 and 23 in Block Thirteen (13) in West Grossdale a Subdivision in the West half (1/2) of the West half (1/2) of Section 3, Township 38 North Range 12, East of the Third Principal Meridian, in COok County, Illinois.

This Document is signed by AFFILIATED BANK/WESTERN NATIONAL, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of said Trust property which may be held in pursuant, and at that [illegible] the AFFILIATED BANK/WESTERN [illegible] of the earnings, avails, or proceeds [illegible] shall not be personally liable for the performance of [illegible] the validity or [illegible] of the title of said property or for any [illegible] thereto. Any and all personal liability of the AFFILIATED BANK/WESTERN NATIONAL is hereby expressly waived by the parties hereto and their respective [illegible] and assigns.

PIN: 18/03/301/037 18/03/301/038 18/03/301/039

COMMON ADDRESS: 9500 Congress Park Brookfield, Illinois

3776978

R37-6

HEI TITLE SERVICES

0 3 7 7 6 0 7 8

This agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect. The terms and conditions of this Agreement shall control in the event of any inconsistency between this Agreement and the Note or Mortgage. The Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Owner. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Owner hereby waives and releases all rights and benefits accruing [illegible] and all statutes of the State of Illinois providing [illegible] from sale on execution or otherwise and all [illegible] real estate, including, without limitations, and exemptions the Owner may have under any state or federal bankruptcy or insolvency laws in the above described real estate.

This loan is payable in full on June 30 [illegible], 19 92. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Agreement the day and year first above written.

COMMERCIAL NATIONAL BANK OF BERWYN

BY: [signature] VICE PRESIDENT

ATTEST: [signature] SECRETARY

OWNER: X Michael J. Vitale

AFFILIATED BANK/WESTERN NATIONAL f/k/a WESTERN NATIONAL BANK OF CICERO U/T #7143 DTD 9-1-78 AND NOT INDIVIDUALLY

By: [signature] Terrence Superczynski, Vice President

ATTEST: By: [signature] Rosemarie J. Baran, Asst/ Secretary

STATE OF ILLINOIS)
COUNTY OF) SS.

I, Sharon Ann Metido, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lori A. Jozefik Loan Officer, ~~Vice President~~, and James A. Cairo Assistant, Cashier of Commercial National Bank of Berwyn, A National Bank of Berwyn Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the Cashier then and there acknowledged that as custodian of the corporate seal of said Bank, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notorial seal this 29th day of November, 19 88.

OFFICIAL SEAL
SHARON ANN METIDO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-1-91

Sharon Ann Metido
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Dolores Para, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terrence Supercaynski Vice President and Rosemarie J. Baran, Asst. Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and notorial seal this 2nd day of December, 19 88.

NOTARY PUBLIC

OFFICIAL SEAL
DOLORES PARA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 16, 1991

This instrument was prepared by:

377659

LAND TRUST RIDER TO MORTGAGE

** AFFILIAED BANK/WESTERN NATIONAL f/k/a

This Rider is dated November 29, 1988, 19__ and is a part of and amends and supplements the Mortgage, ("Mortgage") of the same date executed by the undersigned ("Trustee"), ** Western National Bank of Cicero [a national banking association] [an Illinois banking corporation], not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated September 1, 1978, 19__, and known as Trust No. 7143 ("Trust No. 7143") to secure a certain Home Equity Revolving Line of Credit Agreement executed by the Trustee and the beneficiaries under Trust No. 7143 ("Agreement") of the same date to Commercial National Bank of Berwyn ("Bank"). The Mortgage covers the property described in the Mortgage and located at : 9500 Congress Park Brookfield, Illinois.

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

A. The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee, if any, or of any beneficiary of Trust No. 7143 and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.

B. This Mortgage is executed by the undersigned, not personaly but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Agreement contained shall be construed as creating any liability on the undersigned personally to pay the Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of the Agreement and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the

377699

This Document is signed by AFFILIATED BANK/WESTERN NATIONAL, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the AFFILIATED BANK/WESTERN NATIONAL, individually or as Trustee, to operate any of the premises, leases or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance or any of the terms and conditions of this Document or for the validity or construction of the title to said property or for any agreement with respect thereto. Any and all personal liability of the AFFILIATED BANK/WESTERN NATIONAL is hereby expressly waived by the parties hereto and their respective successors and assigns.

payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Agreement provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AFFILIATED BANK/WESTERN NATIONAL f/k/a WESTERN NATIONAL BANK OF CICERO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the 2nd day of December, 1988.

AFFILIATED BANK/WESTERN NATIONAL f/k/a WESTERN NATIONAL BANK OF CICERO

as Trustee as aforesaid and not personally

By: Terrence Superczynski
Vice President Terrence Superczynski

Attest:
Rosemarie J. Baran
Assistant Trust Officer - Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Dolores Para, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vice President of AFFILIATED BANK/WESTERN NATIONAL and Rosemarie J. Baran, Assistant Trust Officer--Assistant Secretary of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in person and acknowleged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer--Assistant Secretary then and there acknowledged that said Assistant Trust Officer--Assistant Secretary as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Trust Officer--Assistant Secretary own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of December, 1988.

OFFICIAL SEAL
DOLORES PARA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 16, 1991

Dolores Para
Notary Public

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2/
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IN DUPLICATE

3776978

3776978

IDENTIFIED
No.

Registrar of Titles
CAROL MOSELEY
FILED

REAL ESTATE INDEX GROUP
1420 Ridge Avenue
Evanston, IL 60201

Order # OT2-6