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3947980

SECOND NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 15th day of January, 1991 by and between LOIS A. HOPKINS, an unmarried WOMAN, (herein "Debtor") and WESTBANK, an Illinois banking corporation (herein "Lender").

WITNESSETH

WHEREAS, Debtor has executed and delivered to Lender, (i) that certain Note dated July 28, 1988 in the original face amount of SIXTY THOUSAND and NO/100 DOLLARS (\$60,000.00), which has been renewed several times, most recently by that certain Note dated November 13, 1990 in the face amount of THIRTY-THREE THOUSAND TWO HUNDRED EIGHTY-THREE and 34/100 DOLLARS (\$33,283.34), (herein the "Note"), and (ii) the certain Mortgage dated July 28, 1988 from Debtor to Lender in the original face amount of SIXTY THOUSAND and NO/100 DOLLARS (\$60,000.00) and filed in the office of the Registrar of Torrens Titles of Cook County Illinois on August 26, 1988 as Document No. 3734746 (the "Mortgage") affecting real property described on Exhibit "A", which is attached hereto and made a part hereof; and

LOT 42 AND THE SOUTH HALF OF LOT 43 IN BLOCK 9 IN COCHRAN'S THIRD ADDITION TO EDGEWATER, IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-08-121-004

3947980

Common Address: 5345 N. Magnolia Ave., Chicago, IL 60610

The Note is hereby amended as follows:

- A. The maturity date thereof is hereby extended to July 15, 1991.
2. Except as specifically modified by the terms hereof, the Note and the Mortgage shall be and remain in full force and effect and shall continue to govern the rights and obligations of the parties with respect to the loan evidenced and secured thereby.
3. This agreement shall be binding upon and inure to the benefit of Debtor, Lender and their respective successors and assigns, it being specifically understood by Debtor that Lender may assign its rights under all or part of the Note and the Mortgage to one or more third parties. This agreement shall be governed by the laws of the State of Illinois.

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3. This Agreement shall be binding upon and inure to the benefit of Debtor, Lender and their respective successors and assigns, it being specifically understood by Debtor that Lender may assign its rights under all or part of this Note and the Mortgagor to one or more third parties. This Agreement is governed by the laws of the State of Illinois.

2. Except as specifically modified by the terms hereof, the Note and the Mortgagor shall be and remain in full force and effect and shall continue to govern the rights and obligations of the parties hereto.

3. This Agreement shall be binding upon and inure to the benefit of Debtor, Lender and their respective successors and assigns, it being specifically understood by Debtor that Lender may assign its rights under all or part of this Note and the Mortgagor to one or more third parties. This Agreement is governed by the laws of the State of Illinois.

A. The maturity date hereof is hereby extended to July 15, 1991.

1. The Note is hereby amended as follows:

NOW THEREFORE, for and in consideration of the foregoing mutual covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

WHEREAS, the parties hereto now desire to amend the Note and the Mortgage in the manner set forth,

RECORD

WHEREAS, Debtor has executed and delivered to Lender, (1) that certain Note dated July 28, 1988 in the original face amount of SIXTY THOUSAND and NO/100 DOLLARS (\$60,000.00), which has been renewed several times, most recently by the first extension Note dated by and between Lots A, HOPKINS, an Illinois banking corporation (hereinafter "Debtor") and WESTBANK, at 111 North Franklin Street, (hereinafter "Lender").

THIS AGREEMENT IS MADE THIS 15TH DAY OF JANUARY, 1991

SECOND NOTE AND MORTGAGE MODIFICATION AGREEMENT

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IN WITNESS WHEREOF, the parties hereto have duly authorized and executed this Agreement as of the date first above written.

DEBTOR

Lois A. Hopkins
Lois A. Hopkins

WESTBANK

Meredith C. Ober
By Meredith C. Ober
Its VICE PRESIDENT

Attest:

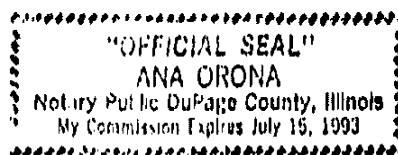
Ana F. Orona
By Ana F. Orona
Its PRESIDENT

State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LOIS A. HOPKINS, AN UNMARRIED WOMAN is 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 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 30 day of
June, 1991.

Ana Orona
Notary Public



3967980

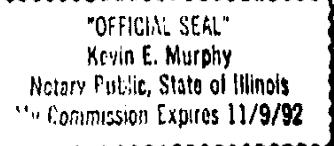
UNOFFICIAL COPY

State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Glen F. Marino, President of WESTBANK, an Illinois banking corporation, and Marschelle E. Sekora, Vice President of said corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

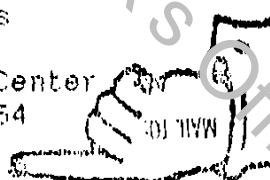
GIVEN under my hand and official seal this 5th day of February, 1991.

Kevin E. Murphy
Notary Public



This instrument prepared by
and return to:

Rebecca A. Francis
WESTBANK
One Westbrook Corporate Center
Westchester, IL 60154



3962560

RECEIVED
MAY 1 1991
CLERK'S OFFICE
COOK COUNTY

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Property of Cook County Clerk's Office

13 MAR -7 AM 11:55
CAROL KIRKLEY, CLERK
REGISTRAR OF TITLES

3947980

Subj # 3947980 _____
Address _____
Premises _____
Deliver certif to _____
Address _____
From _____
To _____
Date to _____
At _____
Notified _____
RE: MARTINEZ _____
Order # 13-2

REGISTRATION INDEX Group
1520 Ridge Avenue
Evanston, IL 60201
Order # 13-2

1353 667
MURRAY