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\*\*\*PLEASE RE-RECORD TO REFLECT TRUSTEE CLAUSE.

This form was prepared by: Northview Bank & Trust  
245 Waukegan Road  
Northfield, IL. 60093

RECORDED

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of JULY, 1998, between Donald S. Ohannes AND DONALD S. OHANNES, AS TRUSTEE OF THE DONALD S. OHANNES TRUST AGREEMENT DATED JUNE 18, 1992.

("Borrower") and

Northview Bank & Trust

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 02/27/97 and recorded in Book or Liber , at page(s) , of the Cook County Recorder Doc. # 97153175 dated 03/06/97

[Name of Records]

Records of Cook

[County and State, or other Jurisdiction]

and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 1832 Wildberry Drive Unit B, Glenview, IL 60025

[Property Address]

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof.

PERMANENT TAX NUMBER: 04-23-302-016-1002

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of JULY 1, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 181,878.14 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.75%, from JULY 1, 1998. The Borrower promises to make monthly payments principal and interest of U.S. \$ 1,195.72, beginning on the 1ST day of AUGUST, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on APRIL 1, 2027 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at 245 Waukegan Road, Northfield, IL 60093

or at such other place as the Lender may require.

- If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Property is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

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BOX 343

CENTENNIAL TITLE INCORPORATED

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If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

*Charles R. Kelly*  
 \_\_\_\_\_  
 Northview Bank & Trust

(Seal)  
-Lender

*Donald S. Ohannes*  
 \_\_\_\_\_  
 Donald S. Ohannes  
 -Borrower

By: \_\_\_\_\_

*Donald S. Ohannes*  
 \_\_\_\_\_  
 DONALD S. OHANNES, AS TRUSTEE OF THE DONALD S. OHANNES TRUST AGREEMENT DATED JUNE 18, 1992.

(Seal)  
-Borrower

(Seal)  
-Borrower

[Space Below This Line For Acknowledgments]

## STATE OF ILLINOIS

COUNTY OF Cook

I, Kooi Lin Chaddah, a Notary Public in and for said county and state do hereby certify that Donald S. Ohannes personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument of his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of July 1998

My Commission Expires: 10/08/01

*Kooi Lin Chaddah*  
 \_\_\_\_\_  
 Notary Public



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## EXHIBIT "A"

UNIT NO. 4-B AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF BLOCK 2, IN VALLEY LO-UNIT 5, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF SAID BLOCK 2 AT A POINT WHICH IS 359.50 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID BLOCK 2 AND RUNNING THENCE EAST ALONG A LINE 359.50 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 2, A DISTANCE OF 222.29 FEET TO THE NORTHWESTERLY LINE OF WILDBERRY DRIVE, THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF WILDBERRY DRIVE, BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 80 FEET, A DISTANCE OF 28.63 FEET TO A POINT WHICH IS 382.90 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 2, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 94.18 FEET TO A POINT WHICH IS 449.50 FEET NORTH FROM THE SOUTH LINE AND 172.20 FEET EAST FROM THE WEST LINE OF SAID BLOCK 2, THENCE WEST ALONG A LINE 449.50 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF BLOCK 2, SAID DISTANCE OF 172.20 FEET TO THE WEST LINE OF SAID BLOCK 2 AND THENCE SOUTH ALONG SAID WEST LINE OF BLOCK 2, A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING WHICH SAID SURVEY IS ATTACHED AS EXHIBIT "A" TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1966 AND KNOWN AS TRUST NUMBER 19407 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 21244445 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS. \*\*\*\*\*

SUBJECT ONLY TO: DECLARATION OF CONDOMINIUM PROVISIONS OF THE CONDOMINIUM PROPERTY ACT OF ILLINOIS; GENERAL TAXES FOR 1991 AND SUBSEQUENT YEARS; BUILDING LINES AND BUILDING AND LIQUOR RESTRICTIONS OF RECORD; ZONING AND BUILDING LAWS AND ORDINANCES; PRIVATE, PUBLIC AND UTILITY EASEMENTS; PUBLIC ROADS AND HIGHWAYS; INSTALLMENTS DUE AFTER JUNE 30, 1992 OF ASSESSMENTS ESTABLISHED PURSUANT TO THE DECLARATION OF CONDOMINIUM; COVENANTS AND RESTRICTIONS OF RECORD AS TO USE AND OCCUPANCY; PARTY WALL RIGHTS AND AGREEMENTS, IF ANY; ACTS DONE OR SUFFERED BY OR THROUGH DONALD S. OHANNES AND DONALD S. OHANNES, TRUSTEE OF THE DONALD S. OHANNES TRUST AGREEMENT DATED JUNE 18, 1992; RIGHTS OF THE UNITED STATES OF AMERICA, STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE BED OF THE CHICAGO RIVER. (AFFECTS COMMON ELEMENTS): AND RIGHTS OF THE OWNERS OF LAND BORDERING ON THE CHICAGO RIVER TO THE UNINTERRUPTED FLOW OF THE WATER. \*\*\*\*\*