



This document was prepared by:  
FOUNDERS BANK  
3052 West 111th Street  
Chicago, Illinois 60655

(Space above this line for recording purposes)

**MODIFICATION AGREEMENT**

to a Promissory Note(s)  
and to a Mortgage held by  
FOUNDERS BANK

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is December 30, 1999, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**

SUSAN L. KELLY F/K/A SUSAN L. SKOVRAK

3338 West 107th Street  
Chicago, Illinois 60655  
Social Security # 320-74-3724  
wife of Anthony J. Kelly

ANTHONY J. KELLY

3338 West 107th Street  
Chicago, IL 60655  
Social Security # 350-56-7144  
husband of Susan L. Kelly

**BANK:**

FOUNDERS BANK  
an ILLINOIS banking corporation  
3052 West 111th Street  
Chicago, Illinois 60655  
Tax I.D. # 36-2446555  
Branch No. 13730  
(as Mortgagee)

2. BACKGROUND. Promissory Note dated March 13, 1997 in the amount of \$35,000.00 by and between Susan L. Kelly F/K/A Susan L. Skovran d/b/a Kelly's Place and Anthony J. Kelly and Bank. Real Estate Mortgage and Security Agreement dated March 13, 1997 in the amount of \$35,000.00 recorded April 10, 1997 as Document #97-251171 on Property located in the City of Chicago, County of Cook, State of Illinois by and between Borrowers and Bank.

12/30/99

3. MODIFICATION. The terms and conditions of the loan (Loan) are hereby modified to read as follows:

The Loan in the principal amount of \$8,984.07 is payable to Bank's order with interest from December 30, 1999, on the unpaid principal balance at the rate of 9% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity, the unpaid balance shall bear interest at the rate of 14% per annum, or if less, the maximum allowable rate permitted by law. If the Loan is accelerated prior to maturity, the unpaid balance shall continue to bear interest at the Contract Rate until paid in full. The Loan and the Note are limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under federal and state laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower according to the actuarial method. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

Principal and accrued interest are due and payable in 26 equal monthly payments of \$369.33 on the 30th day of each month, beginning January 30, 2000, or the day following if the payment day is a holiday or is a non-business day for Bank. Unless paid prior to maturity, the last scheduled payment plus all other unpaid principal, accrued interest, costs and expenses are due and payable on March 30, 2002, which is the date of maturity. These payment amounts are based upon timely payment of each installment. Each installment payment shall be paid on the date due, or if such date does not exist for that month, the such payment shall be due on the last day of that month or the day following if the payment day is a holiday or is a non-business day for Bank. All amounts shall be paid in legal U.S. currency. Any payment made with a check will constitute payment only when collected.

4. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:

- A. that Mortgagor has good and marketable title to all of the Property; and
- B. that the Property is subject to no outstanding liens or other encumbrances, except: Mortgage dated November 10, 1994 document #94965440 in the amount of \$72,200.00, and Mortgage dated November 7, 1996 document #96932791 in the amount of \$32,500.00.

5. YEAR 2000 COMPLIANCE. As of the date of this Agreement, Borrower has assessed the risk of Year 2000 noncompliance and has formulated, approved, and implemented a comprehensive business plan (Year 2000 Plan) to meet "Year 2000 requirements." "Year 2000 requirements" include analyzing, programming, and testing all of Borrower's information technology systems to accurately process date and time data, including, but not limited to, calculating, comparing, and sequencing functions. "Year 2000 requirements" apply to all systems or processes that directly or indirectly affect Borrower's business, such as accounting and processing procedures, as well as basic electronic devices that are necessary to facility management, such as security systems, elevators, and telephones. Borrower's Year 2000 Plan includes an allocation of resources toward meeting Year 2000 requirements, an inventory of all affected systems, processes to assess and prepare for the interaction of Borrower's systems with external systems, periodic testing and evaluation of progress under Borrower's Year 2000 Plan, and contingency arrangements for Year 2000 failure, either by Borrower or Borrower's partners, affiliates, vendors, or customers.

Borrower will take all measures necessary to fulfill the requirements of Borrower's Year 2000 Plan and meet all Year 2000 requirements as specified above. Borrower agrees to make Borrower's Year 2000 Plan available to Bank, if requested, and will keep Bank informed of progress made under Borrower's Year 2000 Plan. Borrower will immediately notify Bank of any actual or anticipated delays in meeting dates designated in Borrower's Year 2000 Plan or failure to accomplish any objectives of Borrower's Year 2000 Plan.

Borrower will allow Bank, or a third party Bank designate, reasonable access to Borrower's information technology systems for the purpose of determining progress made under Borrower's Year 2000 Plan. Borrower agrees that Bank has no responsibility for managing, advising, or executing any of Borrower's efforts to comply with Year 2000 requirements or Borrower's Year 2000 Plan.

- 6. CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. This Agreement shall operate as a modification only and shall relate back to the execution and delivery of the original Note. All other terms and conditions of this Loan contained in the loan documents not specifically referred to and modified herein continue in full force and effect, and Borrower hereby ratifies and confirms the security, priority and enforceability of each document securing the Loan.
- 7. COLLATERAL PROTECTION INSURANCE NOTICE. Unless Borrower provides Bank with evidence of the insurance coverage required by Borrower's agreement with Bank, Bank may purchase insurance at Borrower's expense to protect Bank's interests in Borrower's Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Bank purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Bank, but only after providing Bank with evidence that Borrower has obtained insurance as required by Borrower's agreement with Bank. If Bank purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of the insurance Borrower may be able to obtain on Borrower's own.
- 8. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

MORTGAGOR/BORROWER:

*Susan L. Kelly FKA Susan L. Skovran*

SUSAN L. KELLY F/K/A SUSAN L. SKOVRAN  
Individually

*Anthony J. Kelly*

ANTHONY J. KELLY  
Individually

APPROVED: December 30, 1999

BANK:

FOUNDERS BANK  
an ILLINOIS banking corporation

[Corporate Seal\*]

By: *Charlotte Boissonneau*  
CHARLOTTE BOISSONNEAU, VICE PRESIDENT

Attest

(\*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

STATE OF Illinois

COUNTY OF Cook SS:

The foregoing instrument was acknowledged before me on December 30, 1999 by SUSAN L. KELLY F/K/A SUSAN L. SKOVAN. My commission expires: \_\_\_\_\_

[Signature]  
NOTARY PUBLIC

STATE OF Illinois

COUNTY OF Cook SS:

On this 30<sup>th</sup> day of Dec. 1999, I, the undersigned, a notary public, certify that ANTHONY J. KELLY, husband of Susan L. Kelly, 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 (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth. My commission expires: \_\_\_\_\_

[Signature]  
NOTARY PUBLIC

STATE OF Illinois

COUNTY OF Cook SS:

On this 30<sup>th</sup> day of Dec. 1999, I, the undersigned, a notary public, certify that CHARLOTTE BOSSONNEAU, VICE PRESIDENT, of FOUNDERS BANK, an ILLINOIS banking corporation, 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 (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth. My commission expires: \_\_\_\_\_

[Signature]  
NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 4 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

Legal Description:  
West 41 feet of the East 246 Feet of Lot 10 in J.H. Hovland's Roman Avenue Subdivision of the West 20 Acres of the East 40 Acres of the South 60 Acres of the Northeast 1/4 of Section 14, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.  
P.I.N. #24-14-215-095  
Commonly known as: 3338 West 107th Street, Chicago, IL 60643