



**Uptown National Bank  
of Chicago**

## MODIFICATION AGREEMENT

AN INDENTURE, made in Chicago, Illinois, on April 23, 2002, by UPTOWN NATIONAL BANK OF CHICAGO, as trustee under Trust Agreement dated November 24, 1992, and known as Trust Number 92-133, (the "First Party") and by UPTOWN NATIONAL BANK OF CHICAGO, a national banking association, existing under the laws of the United States of America and doing business in the City of Chicago, County of Cook and State of Illinois (the "Second Party"),



0020582518

WHEREAS, the First Party represents and states that it has already made, executed and delivered to the legal holder or holders thereof a certain Mortgage Note (the "Note") for the sum of Nine Hundred Thirty Thousand and no/100 (\$930,000.00) Dollars dated November 24, 1992, and payable to Second Party on December 1, 2002, the rate for which was modified by a Modification Agreement dated November 18, 1997, and recorded March 20, 1998 as document number 98217680, and was further modified by a Modification Agreement dated August 2, 1999 which reduced the rate of interest, increased the amount of the Note to Nine hundred eighty seven thousand and no/100 (\$987,000.00) Dollars and extended the maturity date until August 1, 2004.

WHEREAS, the First Party further represents and states that to secure the payment of the Note, with interest as provided, the First Party duly made, executed, acknowledged and delivered to Second Party a certain Mortgage (the "Mortgage") dated November 24, 1992, conveying and mortgaging to Second Party the following described premises, to wit:

A parcel of land situated in the West ½ of the Northwest ¼ of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, said parcel of land being more particularly described as follows: Beginning at the point of intersection of the North line of the South 12 feet of the Northwest ¼ of the Northwest ¼ of said Section 29 with a line 361 feet West from and parallel with the East line of said West ½ of the Northwest ¼ and running thence South along the last described parallel line a distance of 200 feet, thence West along a line parallel with the North line of the South 12 feet of the Northwest ¼ of the Northwest ¼ a distance of 292.62 feet to its intersection with the East line of the West 20 acres of the Southwest ¼ of the Northwest ¼ of said Section 29; thence North along said East line of the West 20 acres of the Southwest ¼ of the Northwest ¼ and along the East line of the West 20 acres of the Northwest ¼ of the Northwest ¼ a distance of 200 feet of the intersection with said North line of the South 12 feet to the Northwest ¼ of the Northwest ¼ and thence East along said North line of the South 12 feet a distance of 292.22 feet to the point of beginning, in Cook County, Illinois, together with the building and yard improvements thereon.

Permanent Index Numbers: 10-29-100-025-0000 and 10-29-102-005-0000  
Property Address: 7790 Merrimac Avenue, Niles, IL 60714

WHEREAS, Second Party further represents and warrants that the Mortgage was filed in the Office of Cook County Recorder of Deeds of Cook County, Illinois, as Document No. 92900835 on December 1, 1992.

WHEREAS, the First Party further represents and states that it is now the owner of the above described land in fee simple, subject to the above Mortgage, and that Second Party is the legal owner and holder of the Mortgage Note; and

WHEREAS, the First Party desires to have the interest rate of the Note reduced from a rate of eight (8 %) percent *per annum* to a fixed rate of seven and one quarter (7 ¼ %) percent *per annum* until maturity.

NOW, THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That in consideration of a documentation fee of \$250.00, the Second Party agrees to fix the interest at 7 ¼ % *per annum*, until maturity, if:

- a) the First Party agrees to pay a late payment fee of five (5 %) percent of the monthly payment of principal and interest if said monthly payment is received more than ten (10) calendar days after the due date as set forth in said Note; and
- b) that in the event of a default in the payment of principal and interest under said Note, or in the case at any time hereafter the right to foreclose the aforesaid Mortgage shall accrue to the Second Party, the rate of interest on the Note shall be increased to a rate of seventeen and one quarter (17 ¼ %) percent *per annum*; and
- c) The First Party agrees to pay a fee of one (1%) of the outstanding balance if the loan is paid prior to the extended maturity date;

so long as the First Party shall promptly pay monthly payments of principal and interest, with a final payment of the entire principal and interest balance due thereon on August 1, 2004, at 4753 North Broadway, Chicago, Illinois, and shall further keep, observe and perform all and singular the covenants, stipulations and agreements of the Note and Mortgage.

2. That the First Party agrees to and accepts the fixed interest rate of 7 ¼ %, agrees to pay a late charge of five (5%) percent if payment is received by Second Party more than ten (10) days after the payment on the Note is due, agrees to pay a default rate of interest of seventeen and one quarter (17 ¼ %) percent *per annum*; agrees to pay a prepayment fee of one (1%) percent if the loan is paid prior to maturity, and agrees to pay monthly payments of principal, and interest on the Note from May 24, 2002, until August 1, 2004, when the entire principal and interest balance due thereon will then become due.

3. That it is agreed that all covenants, stipulations and agreements of the Note and Mortgage given to secure the same shall be and remain in full force and effect; and the Second Party agrees that, if default shall be made in the payment of said Note, or of any installment of said Note, as previously and herein modified, or if any of the covenants, stipulations or agreements contained in the Mortgage shall be broken or violated by the First Party, then this agreement shall, at once, become merged with the aforesaid Mortgage and Note, at the option of the Second Party, and the Note in the principal sum, as modified herein, of Nine hundred eighty seven thousand (\$987,000.00) Dollars shall become due and payable, and the Second Party may proceed to collect the debt and foreclose the mortgage at once, anything in this agreement to the contrary notwithstanding.

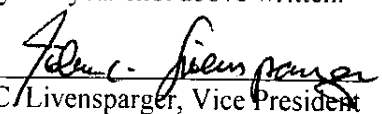
4. That this agreement shall bind and inure to the heirs, executors, administrators and assigns of each of the parties.

WITNESS the hands and seals of the said party of the First part, the day and year first above written.

(SEAL)

ATTEST:

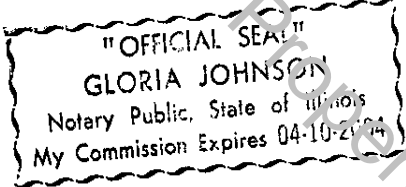
 EUP  
\_\_\_\_\_  
, Trust Officer

By:   
John C. Livensparger, Vice President  
Uptown National Bank of Chicago, as Trustee  
under Trust No. 92-133, and not personally

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, as Notary Public, in and for and residing in the County of Cook and State of Illinois, do hereby certify that the above named Vice President and Trust Officer of the Uptown National Bank of Chicago, not personally but as Trustee, who are 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 and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the Uptown National Bank of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30 day of April, 2002.



Gloria Johnson  
Notary Public

WITNESS the hand and seal of the Guarantors the day and year first above written.

GUARANTORS:

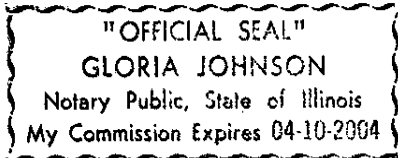
Marvin Kocian  
Marvin Kocian

Kathryn Kocian  
Kathryn Kocian

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, as Notary Public, in and for and residing in the County of Cook and State of Illinois, do hereby certify that the above named Guarantors, who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30<sup>th</sup> day of April, 2002.



Gloria Johnson  
Notary Public

WITNESS the hands and seals of the said party of the Second Part, the day and year first above written.

(SEAL)

UPTOWN NATIONAL BANK OF CHICAGO

By: [Signature]  
Vice President

