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Cook County Recorder 50.00

## LOAN MODIFICATION AGREEMENT

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This is a Loan Modification Agreement ("Agreement") dated as of OCTOBER 17, 2002 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and FIFTH THIRD BANK AS SUCCESSOR TO OLD KENT BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 15, 2000 AND KNOWN AS TRUST NUMBER 16801.

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of ONE HUNDRED THOUSAND (\$100,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note dated June 27, 2001 ("Note") and is secured by a mortgage ("Mortgage") dated June 27, 2001 and recorded 07/10/2001 in the Recorder's Office of Cook County Illinois as Document No. 0010606618 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in Cook County, Illinois and legally described as:



Unit 3-South and C-1 together with the exclusive right to use storage space SS-3-South as delineated on that certain Survey of the following land described to wit: certain lots in Roche's Edison Avenue resubdivision of Lots 1 through 4, inclusive, in Block 15 together with the West 1/2 of vacated Minnick lying East of said Lots 1 and 2 (intended herein to be all of Minnick Avenue) all in Minnick's Oak Lawn subdivision, being a subdivision of the Northwest 1/4 and the West 20 acres of the Northeast 1/4 of Section 9, Township 37 North, Range 13 East of the Third Principal Meridian, (except the North 599.94 feet of the East 696 feet Thereof) of Section 9, Township 37 North, Range 13 East of the Third Principal Meridian; which survey is attached to the Declaration of Condominium recorded 8/24/2000 as Document number 00-533006, together with its undivided percentage interest in the common elements as defined and set forth in said Declaration and Survey aforesaid, all in Cook County, Illinois.

P.I.N#24-09-115-030-1005

5323 Edison Ave. #35  
Oak Lawn, IL 60453

Said Note and Mortgage are hereinafter referred to as the "Loan Documents".

Mortgagor has asked Mortgagee to lower the rate of the Note and Mortgage. Mortgagee is keeping the original maturity date and lower the interest rate of the Note and Mortgage on the terms and conditions set forth herein.

In consideration of the foregoing, and of the promises herein set forth, the parties hereto acknowledge and agree as follows:

1. The principal indebtedness of \$ 90,000 remaining from time to time outstanding shall hereafter bear interest at the rate of 6.250% percent per annum.
2. Commencing NOVEMBER 01, 2002 and on the first day of each successive month thereafter until the maturity date set forth below, Mortgagor shall installments of principal and interest in the sum of Dollars (\$ 561.87 ).
3. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued interest and other charges, shall be due and payable on AUGUST 01, 2031 (the "Maturity Date").
4. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.
5. Mortgagor hereby acknowledges and agrees that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Agreement. In other respects not inconsistent with this Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

**BOX 333-CT1**

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IN WITNESS WHEREOF, Mortgagor has executed this Agreement.

FIFTH THIRD BANK, SUCCESSOR TO OLD KENT BANK  
ATUTA DATED 11/15/00 AKA TRUST #16801 and not personally

By: [Signature]  
Vice President and Trust Officer

Attest: [Signature]  
Assistant Trust Officer

SEE ATTACHED RIDER FOR  
EXECUTION BY TRUSTEE

HANNAH ROCHE  
State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that FIFTH THIRD BANK, SUCCESSOR TO OLD KENT BANK ATUTA DATED 11/15/00 AKA TRUST #16801, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal.

21233360  
My Commission Expires:



[Signature]

IN WITNESS WHEREOF, Mortgagee has executed this Agreement.

A.J. SMITH FEDERAL SAVINGS BANK

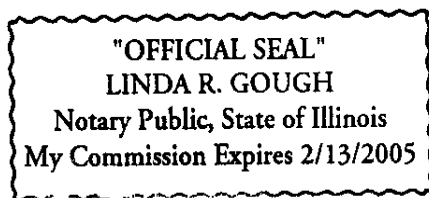
BY: [Signature] VP

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that, DONNA J. MANUEL, VICE PRESIDENT of A.J. SMITH FEDERAL SAVINGS BANK, 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.

My Commission Expires:



[Signature]

Prepared by / mail to:  
A.J. Smith Federal Savings Bank  
14757 S. Cicero Ave.  
Midlothian, IL 60445

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RIDER ATTACHED TO LOAN MODIFICATION AGREEMENT: A.J. SMITH FEDERAL SAVINGS BANK

Date: NOVEMBER 5, 2002

TRUST NO. 16801

Executed and delivered by Fifth Third Bank, successor to Old Kent Bank, successor to First National Bank of Evergreen Park, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein-described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, are made and intended not as personal undertakings and agreements by the Trustee, nor for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIFTH THIRD BANK, Successor to Old Kent Bank  
not individually, but as Trustee under Trust No. 16801

BY:



Vice President & Trust Officer

ATTEST:



Assistant Trust Officer

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