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2000-04-13 17:00:53

Cook County Recorder 23.50

PREPARED BY AND RETURN TO:
ROYAL AMERICAN BANK
ATTN: SANDY BELVEDERE
1604 COLONIAL PARKWAY
INVERNESS, ILLINOIS 60067



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS



LOAN MODIFICATION AGREEMENT

DATE: March 28, 2000

h/v

WHEREAS Daniel E. Pesch and Ellen P. Pesch are justly indebted to ROYAL AMERICAN BANK, at its office in Inverness, Illinois, under its loan No. 7007925, 5 originally in the sum of Six Hundred Seventy Thousand and 00/100 Dollars (\$670,000.00), as established by a note and a mortgage dated June 28, 1999, and the latter recorded in the Office of the Recorder of Deeds/Registrar of Titles of Cook County, Illinois, as Document No. 99630578 against the property legally described as follows:

LOT 7 IN SOMERSET COURTS PHASE 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 03-20-401-023, 03-20-401-025, 03-20-401-020, 03-20-401-027

Common Address: 1018 E. Talbot Road
Arlington Heights, Illinois 60004

and hereby referred to as part of this Agreement, and;

WHEREAS, the undersigned owner of said premises does hereby request this Loan Modification Agreement.

NOW, THEREFORE, it is hereby agreed by the parties hereto that the commitment amount is Six Hundred Ten Thousand Two Hundred Seventy Six and 49/100 Dollars (\$610,276.49), and the unpaid balance of said indebtedness upon the date of this Agreement is Four Hundred Seven Thousand Six Hundred Forty One and 87/100 Dollars (\$407,641.87); which the undersigned promises to pay with interest thereon at the variable rate per annum of zero percent (0.00%) in excess of the Prime Rate of Interest announced by the Wall Street Journal, and that the said indebtedness shall be payable in payments of interest only monthly beginning on the 28th day of April, 2000 and the balance to principal until said indebtedness is paid in full, except that any remaining indebtedness, if not sooner paid, shall be due and payable May 27, 2000 and that in all other respects said mortgage shall remain in full force and effect and the undersigned, his or their heirs, assigns and representatives, shall be obligated to pay the same.

Current Representations and Warranties. To induce the Bank to enter into this Agreement, the Borrower hereby represents and warrants to the Bank as follows:

- a. **Financial Statements.** The most recent financial statements for the Borrower provided to the Bank fairly present the financial condition of the Borrower at the date thereof and the Borrower's results of operations for the period(s) covered thereby.

h/v

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- b. **No Default.** No default or event of default under the Note, the Mortgage, or the Loan Documents has occurred and is continuing, and no event has occurred and is continuing that, with the giving of notice or passage of time or both, would constitute such a default or event of default.
- c. **Continued Accuracy.** Each and every representation and warranty made by the Borrower in favor of the Bank in connection with the Loan remains accurate in all respects, subject only to changes expressly permitted by the Bank.

Reaffirmation. To the extent any term(s) or condition(s) in the Note, the Mortgage, or any of the Loan Documents shall contradict or be in conflict with the amended terms of the Loan as set forth herein, such terms and conditions are hereby deemed modified and amended accordingly, upon the effective date hereof, to reflect the terms of the Loan as so amended herein. All terms of the Note, the Mortgage, and the Loan Documents, as amended hereby, shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower of the Bank. Upon the effective date hereof, the Borrower herein restates, ratifies and reaffirms each and every term and condition set forth in the Note, the Mortgage, and the Loan Documents as amended herein. The Borrower hereby acknowledges and agrees that, as of the date hereof, there exists no right of offset, defense, counterclaim or objection in favor of the Borrower as against the Bank with respect to the Borrower's obligations.

Daniel E. Pesch and Ellen P. Pesch

Daniel E. Pesch, Individually

Ellen P. Pesch, Individually

STATE OF ILLINOIS]
] ss.
 COUNTY OF COOK]

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that DANIEL E. PESCH AND ELLEN P. PESCH, personally known to me to be the same person(s) whose name(s) 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 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28th day of MARCH, 2000.

My Commission Expires: 12/02/2000

Maria A. Nicolas
 Notary Public

