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5/8/03 05:00 Page 1 of 3

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Cook County Recorder

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PREPARED BY/MAIL TO:

**AJ SMITH FSB
14757 S CICERO AVE
MIDLOTHIAN, IL 60445**

LOAN #768701

LOAN MODIFICATION AGREEMENT

This is a Loan Modification Agreement ("Agreement") dated as of January 24, 2003 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and W ANTHONY KOPP, SINGLE NEVER MARRIED (Mortgagor).

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of FORTY TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$42,500.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note dated NOVEMBER 5, 2001 ("Note") and is secured by a mortgage ("Mortgage") dated NOVEMBER 5, 2001 and recorded in the Recorder's Office of COOK County Illinois on NOVEMBER 15, 2001 as Document No. 0011065070 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in COOK County, Illinois and legally described as:

SEE LEGAL DESCRIPTION ATTACHED

P.I.N. #28-09-100-138-1170

14522 S LINDER CT. PH2, OAK FOREST, IL 60452

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 and Mortgagee is willing to 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 balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of 4.250% percent per annum.
2. Commencing February 01, 2003 and on the FIRST day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly installments of principal and interest in the sum of Dollars (\$633.44).
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 DECEMBER 01, 2007 (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-CTI

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"OFFICIAL SEAL"
LINDA R. GOUGH
Notary Public, State of Illinois
My Commission Expires 2/13/2005

[Signature]

Given under my hand and official seal January 24, 2003.
My Commission Expires:

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.

State of Illinois, County of COOK

BY: *[Signature]*

A.J. SMITH FEDERAL SAVINGS BANK

IN WITNESS WHEREOF, Mortgagee has executed this Agreement January 24, 2003.

"OFFICIAL SEAL"
LINDA R. GOUGH
Notary Public, State of Illinois
My Commission Expires 2/13/2005

[Signature]

Given under my hand and official seal January 24, 2003.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that W ANTHONY KOPP 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 HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

State of Illinois, County of COOK

[Signature]
W ANTHONY KOPP

IN WITNESS WHEREOF, Mortgagor has executed this Agreement January 24, 2003.

THIS LOAN IS SUBJECT TO THE CONDITION THAT THE EXTENSION OF CREDIT WILL, AT THE OPTION OF A.J. SMITH FEDERAL SAVINGS BANK, BECOME DUE AND PAYABLE AT ANY TIME THAT THE OFFICER IS INDEBTED TO ANY OTHER BANK OR BANKS IN AN AGGREGATE AMOUNT GREATER THAN THE AMOUNT SPECIFIED IN SECTION 215.5 (3) OF THE FEDERAL RESERVE BOARD'S REGULATION Q, SUBPART A.
THIS LOAN HAS BEEN EXTENDED TO BORROWER(S) ON TERMS AND CONDITIONS ESTABLISHED PART AS A RESULT OF BORROWER(S) STATUS AS AN EMPLOYEE OF THE LENDER, IN THE EVENT THAT THE BORROWER(S) CEASES TO BE AN EMPLOYEE OF LENDER THEN, AT THE LENDER'S OPTION, BEGINNING THE FIRST DAY OF THE MONTH FOLLOWING THIRTY DAYS WRITTEN NOTICE TO BORROWER(S), THE INTEREST RATE WILL BE ADJUSTED TO 4.5% AND YOUR PAYMENT WILL BE ADJUSTED ACCORDINGLY. HOWEVER, SHOULD A CHANGE IN CONTROL OF THE LENDER OCCUR, THEN THE INTEREST RATE WILL NOT BE ADJUSTED SHOULD EMPLOYMENT TERMINATE.

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LEGAL DESCRIPTION

UNIT NUMBER 14522 PH2 IN SCARBOROUGH FARE CONDOMINIUM AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN SCARBOROUGH FARE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 50 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ (EXCEPT THE EAST 541.60 FEET THEREOF) ALSO (EXCEPT THE NORTH 610.00 FEET THEREOF) AND ALSO (EXCEPT SCHOOL LOT IN THE SOUTHEAST ¼ THEREOF) ALL IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1973 AS DOCUMENT NUMBER 22559236 IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FORD CITY BANK, AS TRUSTEE UNDER TRUST NUMBER 730 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22907419, AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

28-09-100-138-1170
W. ANTHONY KOPP
14522 S. LINDER CT.
OAK FOREST, IL 60452

Cook County Clerk's Office