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7856836 MORTGAGE MODIFICATION AGREEMENT

> THIS AGREEMENT made May 3, 2000 by Robert Wisz (the "Borrower") DIVORCED + NOT REMARRIED

WHEREAS, Borrower has made, executed and delivered to First Savings Lank of Hegewisch ("Lender"):

(1) a certain Note dated May 14, 1998 (the "Note"), secured by a Mortgage recorded in the original principal sum of \$50,000.00, in the Office of the Cook County Recorder of Deeds, Illinois as document No: 98-493993 for the property legally described as follows:

LOT 19 IN BLOCK 4 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF ALL OF THE WEST 1/2 OF THE SOUTHEAST 1/4 IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST IF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTHEAST OF THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD, ALL IN COOK COUNTY, ILLINOIS.

PIN: 26-31-400-006

commonly known as: 13413 CARONDOLET AVENUE, Chicago, Illinois 60633. ("This Mortgage");

- (2) a certain Note dated May 21, 1998, secured by a Mortgage recorded in the original principal sum of \$76,720.00, in the Office of the Cook County Recorder of Deeds as document No: 98-4450 64; and
- (2) a certain Note dated September 24, 1999, secured by a Mortgage recorded in the original principal sum of \$67,200 .00, in the Office of the Cook County Recorder of Deeds as document No. 99726283;

collectively, the "Other Notes" and/or "Other Mortgages"; and

WHEREAS, Borrower has requested that the Lender extend credit and a further loan to Borrower in the principal sum of \$85,000.00, which loan is to be represented by a Note dated May ${\it 3}$, 2000 and secured by a Mortgage on the property commonly known as 13248 S. Baltimore Avenue, Chicago, Illinois 60633 (the "New Mortgage"); and

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WHEREAS, Lender has agreed to the New Mortgage, subject to the modification of the terms and provisions of this Mortgage as hereinafter set forth: and

WHEREAS, the Borrower has agreed to the Modification of This Mortgage, as hereinafter set forth.

NOW, in consideration of Borrower's covenants and agreements, as herein set forth below and for the reasons set forth above and for such good and other valuable consideration, the receipt and sufficiency of which is rereby acknowledged by Borrower, Borrower hereby agrees as follows:

1. Paragraph No. 1 of This Mortgage is deleted in its entirety, and in substitution thereof, Paragraph No. 1 shall provide as follows:

"Payment of Principal and Interest; Prepayment and Late Charges.

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note, the Other Notes and the New Note (collectively the "Notes") and any prepayment and late charges due under the Notes."

2. The first sentence of Paragraph 21 is weleted in its entirety, and in substitution thereof, the first sentence of Paragraph 21 shall provide as follows:

"Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, any of the Other Mortgages or the New Mortgage (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise)."

3. Borrower reaffirms that the all the remaining terms and provisions of This Mortgage are and remain unmodified and remain in full force and effect.

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By Signing Below, Borrower accepts and agrees to the terms and covenants contained in This Mortgage Modification Agreement.

(Borrower)

STATE OF ILLINOIS COUNTY OF COOK

a Notary Public in and for said county and state, do nereby certify that Robert Weiz, personally appeared before me and is known or proved to me to be the person who, being informed of the conterts of the foregoing instrument, have executed same, and acknowledged said instrument to be his free and voluntary act and deed and that he executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 3^{rd} day of May, 2000.

My Commission Expires:

res: 1/2403 (Notar Public)

This instrument prepared by: Armand E. Capanna, Esq. 13220 South Baltimore Avenue

Chicago, IL. 60633

"OFFICIAL SEAL"

MARY ANN BAXTER

Notary Public, State of Illinois

My Commission Expires 11/24/2003

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