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Doc#: 0713847143 Fee: \$54.00 Eugene "Gene" Moore

Cook County Recorder of Deeds Date: 05/18/2007 12:21 PM Pg: 1 of 4

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Record and Return to:	Document # 0616440228
Omni National Bank	Cook County Recorder of Deeds Recorded June 13 <sup>th</sup> , 2006
Six Concourse Parkway.	Recorded June 13 <sup>th</sup> , 2006
Suite 2300	
Atlanta, Georgia 30328	

### **MODIFICATION AGREEMENT**

STATE OF ILLLING COUNTY OF COOK

THIS MODIFICATION AGREEMENT is made and entered into this \_\_\_ , 2007 by and between Omni National Bank, a National Banking of Association, whose address is Six Concourse Parkway, Suite 2300, Atlanta, Georgia 30328 (hereinafter referred to as "Lender") and Iron Key Group, Inc., whose address is 430 Red Sky Dr., St. Charles, IL 60175 (hereinafter referred to as "Borrower").

### WITNESSETH:

WHEREAS, Borrower executed and delivered to the Lender a Promissory Note in the original principal amount of One Hundred Sixty-Four Trousand Six Hundred Dollars (\$164,600.00) dated June 9th, 2006 with a April 1st, 2007 anturity date; and

WHEREAS, Borrower executed and delivered to the Lender a Mortgage dated February 13th, 2006 securing the property known as 2440 N. Hamlin Avc., Unit #2A Chicago, IL 60643 recorded in the Cook County Recorder of Deeds at Document 0615410228; and

WHEREAS, the parties have agreed to modify the terms and conditions of the Promissory Note and the Mortgage in accordance with the terms and con litions as hereinafter set forth:

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein, the parties hereto agree to be legally bound as follows:

#### PROMISSORY NOTE

- 1. Borrower agrees that the unpaid principal balance of said indebtedness as of the date hereof is \$164,596.77, exclusive of any late fees and/or accrued interest.
- 2. The interest rate is Omni National Bank Prime Rate + 1%, floating and will remain Omni National Bank Prime Rate + 1%, floating.



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- 3. The final payment of the entire indebtedness evidenced by said Note, plus any additional costs outstanding on said loan, if not sooner paid, shall be due and payable on November 1<sup>st</sup>, 2007. If on November 1<sup>st</sup>, 2007, Borrower still owes amounts under this Note, Borrower will pay those amounts in full on that date, which is called the "maturity date."
- 4. In exchange for this modification, the borrower agrees to pay a 1/2 point loan modification fee (\$823).

#### **MORTGAGE**

The Mortgage will be amended and modified changing the maturity date to November 1<sup>st</sup>, 2007.

The Promissory Note, Mortgage and other loan documents are hereby modified to reflect the above changes. All other terms, conditions and warranties contained within the Promissory Note, Mortgage and other documents executed in connection therewith shall remain in full force and effect in exact accordance with the terms thereof, except where herein modified.

The parties acknowledge and agree that this shall not constitute a novation of the obligations and liabilities of any of the documents executed in connection therewith or a release of any collateral or security therefore or a waiver of any rights or remedies of the Lender there under, such rights being specifically reserved by the Lender. Borrower hereby ratifies, confirms and acknowledges each warranty and obligation of the Borrower contained in the Promissory Note, Mortgage and other documents, and in consideration of the changes by the Lender, Borrower both for himself and his heirs, representatives and assigns, waives any defenses that he may have, whether known or unknown, to the inforcement by the Lender of all obligations of the Borrower contained in all the documents now in force or executed simultaneously herewith.

[INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]

Initials

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**IN WITNESS WHEREOF,** Lender and Borrower have signed and sealed this Agreement as of the day and year first written above.

	LENDEK:
Signed, sealed and delivered	
in the presence of:	Omni National Bank
	(
Unofacial Witness	Pru Iamas P. Pagard
Uno Aciai witness	By: James R. Bogard
	/ Its: Vice President
OA	
70_	BORROWER:
Signed, sealed and delivered	DORRO WER.
in the presence of:	
in the presence of.	
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Unofficial Witness	Iron Key Group, Inc.
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Modification Agreement

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Initials

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### LENDER'S ACKNOWLEDGEMENT