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COOK COUNTY RECORDER IMPRINT CORRECTION 08 YR. IS 1998

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#4237 # TB *-08-017396
COOK COUNTY RECORDER

PREPARED BY:& RETURN TO:

EDWARD M. GRABILL
707 Skokie Blvd., #420
Northbrook, IL 60062

MORGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS INDENTURE, made this 19th day of October, 1998, by and between LaSalle Bank, FSB, hereafter called "Lender", and, Dinesh M. Atreya (the "Maker") and Lila Atreya, his wife, whose address is 937 W. Essex Place, Arlington Heights, Illinois 60004 (together with the Maker, "Mortgagor").

WHEREAS, Mortgagor executed a certain Real Estate Mortgage (the "Mortgage") to Lender which was duly recorded November 5, 1993 in the Office of the Recorder of Deeds of Cook County, as Document No. 93898728, and which Mortgage created a first mortgage lien against the property, legally described on Exhibit "A" attached hereto and made a part hereof, and hereafter called the Property.

WHEREAS, Maker, Dinesh M. Atreya, executed a certain Promissory Note (the "Note"), which was in the original amount of $ 1,010,000.00 and provided, in part, that the final payment of accrued interest at the Interest Rate and all unpaid principal evidenced hereby and all other terms then due to the Lender or holder thereof shall be paid on November 1, 1998 (the "Maturity Date").

WHEREAS, Maker, Dinesh M. Atreya. also executed an Assignment of Leases and Rents (the "Assignment of Leases") which was duly recorded November 5, 1993 in the Office of the Recorder of Deeds of Cook County as Document No. 93898729, together with the Note and Mortgage, the "Loan Documents".

WHEREAS, the parties desire to amend and modify said Note and Mortgage and extend the Maturity Date.

WHEREFORE, for and in consideration of the sum of Ten and 00/100th ($10.00) Dollars and other good and valuable consideration in hand paid, including but not limited to, the modifications to be made hereby, it is hereby agreed as follows:

1. The exordium and recitals above stated are incorporated herein as if restated herein.

2. The parties agree to modify the Note and Mortgage in the following manner:

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a. The parties hereby agree to extend the Maturity Date of the Note to November 1, 2003.

b. The rate of interest due and payable hereunder shall be 6.95 percent (6.9%) per annum (the "Interest Rate"). Principal and interest due hereunder shall be payable in consecutive monthly installments of $ 6,661.93 beginning on December 1, 1998, and on the 1st day of each month thereafter through and including October 1, 2003, with a final payment of all principal outstanding, plus accrued interest, on the Maturity Date. The default rate shall be five (5.0%) per cent over the Interest Rate.

c. The Prepayment Penalty is as follows:

(a) Provided that no Event of Default then exists under this Note, Maker may voluntarily prepay the principal balance of this Note in whole or in part at any time, subject to the following conditions:

(i) Not less than 14 days prior to the date upon which Maker desires to make such prepayment, Maker shall deliver to Lender written notice of its intention to prepay, which notice shall be irrevocable and state the prepayment amount and the prepayment date;

(ii) Maker shall pay to Lender, concurrently with such prepayment, a prepayment premium (the "*Prepayment Premium*") equal to the greater of (A) the Yield Amount (as hereinafter defined) or (B) 1% of the amount being prepaid;

(iii) Maker shall pay to Lender all accrued and unpaid interest through the date of such prepayment on the principal balance being prepaid; and

(iv) Maker shall pay to Lender any other obligations of Maker to Lender then due which remain unpaid.

Notwithstanding the foregoing, no Prepayment Premium shall be owing if such prepayment is made on or after the date which is six (6) months prior to the stated Maturity Date of this Note.

(b) Maker acknowledges that the Loan was made on the basis and assumption that Lender would receive the payments of principal and interest set forth herein for the full term hereof. Therefore, whenever the maturity hereof has been accelerated by Lender by reason of the occurrence of an Event of Default under this Note or any other of the Loan Documents, including an acceleration by reason of sale, conveyance, further encumbrance or other Event of Default (which acceleration shall be at Lender's sole option), there shall be due, in addition to the outstanding principal balance, accrued interest and other sums due hereunder, a premium equal to the

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Prepayment Premium that would be payable pursuant to clause (a) above if such principal balance had been voluntarily prepaid by Maker.

(c) For purposes of this Note, the "*Yield Amount*" shall be the amount calculated as follows:

(i) There shall first be determined, as of the date fixed for prepayment (the "*Prepayment Date*"), the yield to maturity percentage (the "*Current Yield*") for the United States Treasury Note closest in maturity to the Maturity Date (the "*Treasury Note*") as published in *The Wall Street Journal* on the fifth business day preceding the Prepayment Date. If (A) publication of *The Wall Street Journal* is discontinued, or (B) publication of the Current Yield of the Treasury Note in *The Wall Street Journal* is discontinued, Lender, in its sole discretion, shall designate another daily financial or governmental publication of national circulation to be used to determine the Current Yield;

(ii) If the Current Yield exceeds the Loan Rate, then the Yield Amount shall equal zero;

(iii) If the Loan Rate exceeds the Current Yield, the Yield Amount shall be calculated as follows:

(A) As of each scheduled payment date through and including the Maturity Date, Lender shall calculate the difference between (1) the principal and interest payment on the Loan which would have been due and payable on such payment date if the prepayment were not being made, and (2) the amount which shall actually be due and payable on such payment date after giving effect to the prepayment (such difference being hereinafter referred to as the "*Net Payment*").

(B) The present value of each Net Payment shall then be calculated by discounting from its scheduled payment date the amount of such Net Payment at the Current Yield.

(C) The principal amount being prepaid shall then be subtracted from the sum of all of the present values calculated pursuant to clause (B) and the result shall be the amount of the Yield Amount.

Maker shall not be entitled in any event to a credit against, or a reduction of, the indebtedness being prepaid if the Current Yield exceeds the Loan Rate or for any other reason.

d. The Maker represents to the Bank that it has reviewed the areas within its business and operations which could adversely affected by, and has developed or is developing a program to address on a timely basis, the "Year 2000 Problem" (that is, the risk that computer applications used by Maker may be unable to recognize and perform

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properly date-sensitive functions involving certain dates prior to and any date on or after December 31, 1999), and has made related appropriate inquiry of material suppliers and vendors. Based on such review and program, Maker believes that the "Year 2000 Problem" will not have a material adverse effect on Maker or its operation of the Mortgaged Property. From time to time, at the request of the Bank, Maker shall provide to the Bank such updated information or documentation as is requested regarding the status of its efforts to address the Year 2000 Problem.

e. A breach of any covenant contained in this mortgage is also a breach of the covenants contained in the Mortgage securing the property commonly known as 440-48 Osage Lane, Palatine, IL, legally described on Exhibit A, attached hereto and made a part hereof.

3. All of the other Loan Documents are hereby amended to conform to the terms hereof.

4. The amount remaining unpaid on the Note is $ 946,843.92.

5. Maker agrees to pay the principal sum secured by the Mortgage as and when provided, as hereby extended, and to pay interest thereon, at the Interest Rate stated above, until the Maturity Date and interest after maturity at the default rate stated above in the coin or currency provided or in the mortgage or, at such banking house or trust company in the City of Chicago as the holder or holders of the Note or may from time to time in writing appoint, and in default of such appointment then at 8303 W.Higgins, 6th Floor, Chicago, Illinois.

6. The Mortgage shall continue to secure said indebtedness, as hereby extended and modified.

7. If any part of said indebtedness or interest thereon be not paid or if any default be made by Maker then Lender may enforce all of its rights, including but not limited to, those under the terms of the Note, Mortgage, or any other Loan Documents, at Law or in Equity.

8. This agreement is supplementary to said Mortgage and Note. All the provisions thereof and of the Note or notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Note, shall remain in full force and effect except as herein expressly modified. The Mortgagor agrees to perform all the covenants of the grantor or grantors in said Mortgage. The provisions of this indenture shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Mortgagor. The Mortgagor hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Mortgagor consist of two or more persons, their liability hereunder shall be joint and several.

9. All of the other terms and provisions of the Note, Mortgage, Assignment of Leases and the Loan Documents shall remain in full force and effect and shall not be altered, changed or amended by this or any other agreement. Mortgagor acknowledges that no other promises or agreements except as herein stated were made between them and Lender.

10. This Agreement is made and entered in the State of Illinois, County of Cook, and shall be interpreted pursuant to the laws of the State of Illinois.

IN WITNESS WHEREOF, the Mortgagor executed this Mortgage Modification and Extension Agreement the day and year first above written.

By: _____
Dinesh M. Atreya

By: _____
Lila Atreya, solely to waive her homestead, if any

EXHIBIT "A"

PARCEL 1: Units 8-1A, 8-1B, 8-2A, 8-2B, 8-3A, 8-3B, 9-1A, 9-1B, 9-2A, 9-2B, 9-3A, 9-3B, 10-1A, 10-1B, 10-2A, 10-2B, 10-3A, 10-3B, 11-1A, 11-1B, 11-2A, 11-2B, 11-3A, 11-3B, 12-1A, 12-1B, 12-2A, 12-2B, 12-3A and 12-3B in Pine Creek Condominium as delineated on a Plat of Survey of certain portions of the South East 1/4 of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois which Plat of Survey is attached as Exhibit "E" to the Declaration of Condominium Ownership for Pine Creek Condominium, recorded as Document 25781564, together with their undivided percentage interests in the common elements, in Cook County, Illinois.

PARCEL 2: Easements appurtenant to and for the benefit of Parcel 1 over out-lot "C" in "The Nursery" Plat of Planned Unit Development aforesaid, as set forth in the Declaration recorded June 26, 1978 as Document 24507143 and as created by deed recorded June 26, 1978 as Document 24507144 and as created by Deed recorded June 26, 1978 as Document 24507145, for ingress and egress, in Cook County, Illinois.

PARCEL 3: Easements appurtenant to and for the benefit of Parcel 1 over out-lots "A" and "B" as set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for Pine Creek Homeowners Association, recorded February 20, 1981 as Document 25781563, for ingress and egress, all in Cook County, Illinois.

PERMANENT INDEX NUMBER: - See Attached Exhibit A-2

STATE OF ILLINOIS)
)
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Dinesh M. Atreya and Lila Atreya, personally known to me to be the same persons whose names 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 own free and voluntary and act.

Given under my hand and Notarial Seal this 19th day of October, 1998.

Valerie Chamberlain
Notary Public

"OFFICIAL SEAL"
VALERIE CHAMBERLAIN
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 03/03/99

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EXHIBIT "A-2"

02-02-400-061-1091 (Unit 8-1A)
02-02-400-061-1092 (Unit 8-1B)
02-02-400-061-1093 (Unit 8-2A)
02-02-400-061-1094 (Unit 8-2B)
02-02-400-061-1095 (Unit 8-3A)
02-02-400-061-1096 (Unit 3-3B)

THE ABOVE PIN NOS. RELATE TO 448 OSAGE, PALATINE, ILLINOIS

02-02-400-061-1097 (Unit 9-1A)
02-02-400-061-1098 (Unit 9-1B)
02-02-400-061-1099 (Unit 9-2A)
02-02-400-061-1100 (Unit 9-2B)
02-02-400-061-1101 (Unit 9-3A)
02-02-400-061-1102 (Unit 9-3B)

THE ABOVE PIN NOS. RELATE TO 446 OSAGE, PALATINE, ILLINOIS

02-02-400-061-1103 (Unit 10-1A)
02-02-400-061-1104 (Unit 10-1B)
02-02-400-061-1105 (Unit 10-2A)
02-02-400-061-1106 (Unit 10-2B)
02-02-400-061-1107 (Unit 10-3A)
02-02-400-061-1108 (Unit 10-3B)

THE ABOVE PIN NOS. RELATE TO 444 OSAGE, PALATINE, ILLINOIS

02-02-400-061-1109 (Unit 11-1A)
02-02-400-061-1110 (Unit 11-1B)
02-02-400-061-1111 (Unit 11-2A)
02-02-400-061-1112 (Unit 11-2B)
02-02-400-061-1113 (Unit 11-3A)
02-02-400-061-1114 (Unit 11-3B)

THE ABOVE PIN NOS. RELATE TO 442 OSAGE, PALATINE, ILLINOIS

02-02-400-061-1115 (Unit 12-1A)

02-02-400-061-1116 (Unit 12-1B)
02-02-400-061-1117 (Unit 12-2A)
02-02-400-061-1118 (Unit 12-2B)
02-02-400-061-1119 (Unit 12-3A)
02-02-400-061-1120 (Unit 12-3B)

THE ABOVE PIN NOS. RELATE TO 440 OSAGE, PALATINE, ILLINOIS

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