4) 10-14-603

MODIFICATION AGREEMENT



This Modification of Installment Note, Trust Deed and Assignment of Rents (hereafter referred to as the "Modification Agreement") made this 1st day of AUGUST, 1985, by PALATINE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated NOVEMBER 1, 1979 and known as Trust Number 3280 (hereinafter referred to as "First Party"), and JOHN R. FERMANIS AND PATRICIA L. FERMANIS, HIS WIFE (hereinafter referred to as "Co-Makers"), and CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation (hereinafter referred to as "Trustee"), and WOODFIELD BANK (hereinafter referred to as "Note Holder").

WITNESSETH:

Whereas, First party and Co-Makers have executed and delivered to Trustee that certain Installment Note dated JULY 25, 1980 in the amount of ONE HUNDRED FIFT: THOUSAND AND NO/100 (\$150,000.00) DOLLARS ("Note"), which Note is secured by a Trust Deed ("Trust Deed") of even date therewith, recorded on JANUARY 23, 1981 in the Recorder's Office of COOK County, Illinois as Document Number 25748113 and Assignment of Rents of even date therewith, recorded or JANUARY 23, 1981 in the Recorder's Office of COOK County, Illinois as Document Number 25748114, both relating to the premises therein described as follows to with therein described as follows, to wit:

Lot 16 in Arthur T. McIntosh and Company's Lake Inverness, being a Subdivision of part of Sections 20, 21, 28 and 29, Township 42 North, Range 10 East of the Thira Principal Meridian according to the Plat thereof recorded January 31, 1977 as Document Number 23805188, in Cook County, Illinois.

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Permanent Tax ID #02-20-406-004

1685 Clover Drive Common Address: Inverness, IL

Whereas, First Party, Co-Makers, Trustee, and Note Holder have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, First Party, Co-Makers, Trustee and Note Holder agree that the Note, Trust Deed and Assignment shall be and are hereby modified as, follows:

It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is ONE HUNDRED FORTY SIX THOUSAND NINE AND 86/100 (\$146,009.86) DOLLARS.

2. The maturity date of AUGUST 1, 1985 as reflected in the Note and Trust Deed is hereby changed to FEBRUARY 1, 1986.

PREPARED BY AND MAIL TO:

Peter E. Connolly, VP Woodfield Bank Higgins & Meacham Roads Schaumburg, IL 60196

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Frank Derd is aereby changed to february 1, 1986.

PREFERED BY AND DAIL TO:

Paker E. Connolly. VE ភពសម៌ ១៛ម**ៅ**១១០ម Elggins & Meaches, Scade Schaumburg, IL 66196

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3. That commencing AUGUST 1, 1985 and on the first day of each month thereafter, First Party shall pay monthly installments of ONE THOUSAND FIVE HUNDRED NINETEEN AND 95/100 (\$1,519.95) DOLLARS principal and interest in arrears on the principal balance from time to time outstanding calculated at the rate set forth in Paragraph Four (4) of this Modificiation Agreement.

4. That commencing AUGUST 1, 1985, the annual interest rate to be charged shall be ELEVEN AND THREE-QUARTERS (11-3/4%) PERCENT.

The Note is not assumable and is immediately due and payable in full upon transfer of title or any interest in the real estate given as security for the Note referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Modification Agreement. In addition, if the subject property is sold under Articles of Agreement for Deed by the present title holder or the beneficiary, all sums due and owing hereunder shall become immediately due and payable.

6. Any provisions of the Note, Trust Deed or this Modification Agreement which is unenforceable in the state in which the Trust Deed and

this Modification Agreement are recorded or registered or is invalid or contrary to the law of such state or the inclusion of which would affect the validity, legality or enforcement of the Note, Trust Deed and this Modification (greement, shall be of no effect, and in such case all the remaining terms and provisions of the Note, Trust Deed and this Modification Agreement shall subsist and be fully effective according to the tenor of the Note. Trust Deed and this Modification Agreement, the same as though no such invalid portion had ever been included therein.

7. Except for the modifications stated hereinabove, the Note, Trust Deed, Assignment of kents and Guaranty are not otherwise changed, modified

This Modification Agreement is executed by First Party, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on First Party personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first above written.

	PALATINE NATIONAL BANK
	not personally but as Trustee under Trust Agriement dated NOVEMBER 1, 1979 and known as Trust Number 3280
Ken	ITS: Trust Officer

Attest: ITS: Vice President

> Makersi Fermanis, personally Fermanis, personally

Chicago Title and Trust Company VICE

Attest SECRETARY

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Attest: BY: AUP	inter formally ITS: Vice Fresident
STATE OF ILLINOI: COUNTY OF	, a Notary Public in aforesaid, DO HERBY CERTIFY that
PALATINE NATIONAL BANK	of said Bank, who are
personally known to me to be the same the foregoing instrument as successful person and acknowledged that the instrument as their own free and voluntary act of said Bank, as Trust purposes therein set forth; and the said then and there acknowledged that he, as did affix the seal to said instrument the free and voluntary act of said Bank as and purposes therein set forth. GIVEN under my hand and Notarial Section 1985. My Commission Expires:	persons whose names are subscribed to Trust Officer and pectively, appeared before this day ey signed and delivered the said foluntary act and as the free and tee as aforesaid, for the uses and Vice President scastodian of the Seal of said Bank, as his free and voluntary act and as nk as Trustee as aforesaid, for the
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whose name s are subscribed to before me this day in person and acknowled and delivered the said instrument as the uses and purposes therein set forth GIVEN under my hand and official set 19 95.	their tree and voluntary act, for
My Commission Expires: May 3, 1987	Patricia K 300

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STATE OF ILLINOIS) SS:
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I, bethleen Place , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CONSERT FROM PROPERTY OF THE CHICAGO TITLE AND TRUST COMPANY , a corporation, and TITLE AND TRUST COMPANY , personally known to be to be the
subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such $\frac{ASST}{ASST} \frac{VICE}{VICE} \frac{PRESIDENT}{ASST}$ of said
corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of
of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this D day of Dotober, 19.85.
My Commission Expires: DEC 15, 1988 ASSISTED Notary Public
COUNTY OFCOOK
I, Patricia K. A705, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter E. Connolly personally known to me to be the Personally known to me to be the Of NOOPFIELD BANK Of Of said Bank, whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Peter P
this day in person and acknowledged that as such and AVI they signed and delivered the said instrument as AVI of said
Bank and caused the Corporate Seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 30th day of September, 19 45. May 2 1992 Notaria Rubits

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