

#### MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT, made this list day of November, 1985, by and between THE FIRST COMMERCIAL BANK, hereinalier called the "Mortgagee", and LOUIS FELICE and ROSE FELICE, his wife, hereinafter called the "Obligora":

#### $\underline{\underline{\underline{W}}} \underline{\underline{\underline{T}}} \underline{\underline{\underline{T}}} \underline{\underline{\underline{R}}} \underline{\underline{\underline{E}}} \underline{\underline{\underline{S}}} \underline{\underline{\underline{E}}} \underline{\underline{\underline{T}}} \underline{\underline{\underline{H}}} :$

Whereas, the Morigagee is now the owner of the following certain mortgage indebtedness of the Obligors:

Original principal sum of FORTY THOUSAND DOLLARS (\$40,000.00), secured by a Mortgage dated October 31, 1983;

and

WHOCAS, the Obligors are now the owners of the said mortgaged reaf estate (described in Exhibit A attached hereto and made a part hereof) securing the above (described objections and are in possession thereof; and

WHEREAS, there now remains unpaid on account of said mortgage indebtedness the principal sum of SIX THOUSAND DOLLARS as of November 1st, 1985; and

WHEREAS, the parties he eto desire to modify, after and amend the provisions of said Mortgage and any editation or obligations secured thereby with respect to the terms of payment of the obligation.

NOW, THEREFORE, IT IS AGREED that said original obligation dated October 31, 1983 and said Mortgage, securing said obligation, dated October 31, 1983, and which said mortgage was recorded on November 18, 1983 as Document Number 26867741, be and the same hereby are modified, altered and amended in a manner so that Obligors, on behalf on themseles and their successors in title, do hereby agree to pay to the Mortgagee, i.e successors and assigns, the unpaid principal balance of the obligation in the principal sum of SIX THOUSAND DOLLARS (\$6,000.00) and interest on the balance of principal remaining from time to time unpaid at the rate of 14 per cent per annum at THE FIRST COMMERCIAL BANK as it exists from time to time, in the following manner:

Payable in installments, one of TWO THOUSAND DOLLARS (\$2,000.00) on February 1, 1986 and a like amount on May 1, 1986; with a final payment (if not sooner paid) due and payable August 1, 1986, with interest on the balance of principal remaining from time to time unpaid at the rate of 14 per cent per annum, payable on the due dates for installments of principal as aforesaid.

All payments on account when received shall be applied first to accrued interest and the balance, if any, of said payment to the reduction of principal. Interest after maturity until paid shall be payable at 17 per cent.

AT IS FURTHER EXPRESSLY ACREED that in all other respects, the said Mortgage and any obligation or obligations secured thereby, as modified, shall remain unchanged and in full force and effect, and that, in particular, nothing herein contained shall be construed to impair the remedies available to the noteholder after Obligor's default.

This Agreement shall not become operative and shall be null and void if its execution and recording shall result in the loss to the noteholder of the priceity position of the Mortgage securing said note. Any written declaration executed by the noteholder and recorded to the effect that this Modification and Extension Agreement threatens the priority position of said Mortgage shall be sufficient to rescind this Agreement and expunge the effect of its recording.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed on its behalf by its duly authorized officers, and the Obligors have affixed their hands and seals, all on the day and year first hereinabove written.

THE GURST COMMERCIAL BANK

STATE OF ILLINOIS) COUNTY OF C O O K)

1, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Louis Felice and Rose Felice, his wife, personally known to me to be the same person, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they stopped to another and deligated the paid son, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVER under my hand and official seal, this 1342 car of

Notary Public

My Commission Expires:

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STATE OF ILLINOIS)
()SS
(COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY that Rick D. Salm and
Gregory D. Salm ————————————————————————————————————
whose rumes are respectively, as First Vice President and Vice President &
Cashier of THE FIRST COMMERCIAL BANK, subscribed to the foregoing instru-
ment, appeared before me this day in person and severally acknowledged that
they, being therausto duly authorized, signed, scaled with the corporate scal,
and delivered the said instrument as the free and voluntary act of said Bank
and as their own free are voluntary act, for the uses and purposes therein
set forth.
GIVEN under me hand and official neal, this $\frac{1}{\sqrt{1+\frac{1}{2}}}$ day
of, 1980e
Notary Public  My Commission Expires:
My Commission Expires:
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U <sub>C</sub> .

LOTS 120, 121 AND 122 IN CLARK STREET ADDITION TO EXGENATER AND OF THAT PART OF THE SOUTH WEST  $\frac{1}{4}$  OF THE SOUTH WEST  $\frac{1}{4}$  LYING NORTH OF SOUTH 43 RODS THEREOF AND EAST OF CLARK STREET OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRIN-CIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Droperty of County Clerk's Office 6745 N Clock Dt. Chigo all collecto

BOX 333-JH