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SECOND MODIFICATION AGREEMENT

This Second Modification of Second Mortgage and Guaranty of Time of Demand Note (hereinafter referred to as the "Modification Agreement") made this 7th day of May, 1988, by Harry Decker and Linda Decker, his wife (hereinafter sometimes referred to as "Mortgagor"), NBD Woodfield Bank, f/k/a USAmeribane/Woodfield (hereinafter referred to as "Lender"), and Harry Decker personally, and Linda Decker, personally, (hereinafter sometimes referred to as "Guarantors").

WITNESSETH:

Whereas, Mortgagor has executed and delivered to Lender a Second Mortgage dated April 13, 1987, to secure the Time or Demand Note of Good Earth, Inc. dated April 13, 1987, and all subsequent renewals thereof, in the amount of Twenty Through and 00/100 DOLLARS (\$20,000.00) which amount was increased to Twenty-Seve. Thousand and 00/100 Dollars (\$27,000.00) by a renewal note dated October 10, 1987 ("Note"), which Second Mortgage ("Mortgage") was recorded on May 11, 1987, in the Recorder's Office of Cook County, Illinois, as Document Number 8725202" and re-recorded on June 4, 1987, as Document Number 87302687, relating to the Februses therein described as follows, to wit:

Lot 15, Block 6, Poper Hills Unit Two-B, being a Subdivision in the Northeast Quarter of Section 25. Township 42 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded in the Recorder's Office of Cook County, February 22, 1977, as Document Number 23828365. (Hereinafter referred to as the Premises) at in Cook County, Illinois.

Permanent Tax ID No. 1-25-201-014-0000

88225678

Address: 3780 N. Adler Drive, Horean Estates, IL

Whereas, the above referenced Note has been guaranteed by Guarantors under written Guaranty dated April 13, 1987; and

Whereas, Mortgagor, Lender and Guarantors have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the autual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by 121 parties hereto. Mortgagor, Lender, and Guarantors agree that the Mortgago shall be and is hereby modified as follows:

- 1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is Twenty-Seven Thousand and 00/100 DOLLARS (\$27,000.00).
- 2. The maturity date reflected in the Mortgage is hereby changed to December 3, 1988.
- 3. That commencing May 7, 1988, the annual interest rate to be charged shall be the announced prime rate of NBD Woodfield Bank from time to time in effect plus two percent (2%), changing as and when NBD Woodfield Cork's prime rate changes. Interest on the unpaid balance thereof shall be consided from the date hereof on a 360-day year basis, for the actual number of day. (lapsed. Interest shall accrue after maturity (whether by acceleration or otherwise) at THREE (3%) percent per annum above the indicated rate until the principal balance is fully paid. The use of the term prime rate herein is not intended nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by NBD Woodfield Bank to its most creditworthy customers.
- 4. Any provisions of the Mortgage or this Modification Agreement which is unenforceable in the state in which the Mortgage 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 Mortgage and this Modification Agreement, shall be of no effect, and in such case all the remaining terms and provisions of the Mortgage and this Modification Agreement shall subsist and be fully effective according to the tenor of the Mortgage and this Modification Agreement, the same as though no such invalid portion had ever been included therein.

PREPARED BY AND MAIL TO:

Barry B. Christian NBD Woodfield Bunk Higgins & Meachum Roads Schaumburg, IL 60196



UNOFFICIAL COPY

Property or Coot County Clerk's Office

5	Excent	UN		ficat			INSTANTION OF	Ye	Mortgage	ane
Guaranty	are no	tother	ise c	hanged	, modi	fied or	amended.	- /	O.,	

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

13.00

	Mortgagor:	
	Darry Deckel	
	Harry Decker	
	KINCKI) LUCKER	
	Linda Decker	
ATTEST:	NBD Woodfield Bunk	
` ,	1)	
By: BayB Que	By: I analog of Catty	
Barry B. Christian	Sandra L. Clotti	
Its: Assistant Vice President	Ita: Assistant Vice President	
The foregoing Nodification Agreement I consent of the inversigned guaranters that their obligations shall continue	nas been executed with the knowledge and who hereby consent to the same and agree in force unchanged hereby.	
ocg A -4 8722588 d c t 4 s	GUARANTORS:	
	LIANUS DUCKEL	
O _x	Harry Decker, personally	
· O	TUNION DUNION	
	Linda Decker, personally	
	S8225678	
STATE OF ILLINOIS. Gook	County as:	
I, Anne E. Grove	, a Notary Public in and for said	
county. In the State aforesaid, DO HERS	CERTIFY that Barry B. Christian tract Vice President of NBD Woodfield Bank	
, a Bank	and Sandra L. Ciotti ,	
personally known to me to be the Assis	tant Vice President of said Bank.	
whose names are subscribed to the fore; day in person and acknowledged that as	going instrument, appeared before me this such Assistant Vice President	
and Assistant Vice President they sig	med and dolivered the sald instrument as	
Barry B. Christian and San	Bank to be all'sky thereto, pursuant to	
authority given by the Board of Direct	ctors, of said leak, as their free and	
voluntary act and as the free and volu	ntary act and deed o' said Dank, for the	
uses and purposes therein set forth.	','	
GIVEN under my hand and official s	noal, this 7th day of Hay	
, 19.88	U _E	
My Commission Expires: 10/1/20		
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·	NOTARY PUBLIC, STATE OF ILLINOIS	Ś
STATE OF HALINOIS, Cook	MY COMMUSION EXPIRES 10/1/90) }
	C/I	ĺ
1. Anne E. Grove	, a Notary Public in and for said Harry Decker and Linda Decker	į
, persona	llly known to we to be the same belsouts))
whose name(s) are subscribed to t	to totokotuk tuarramenet abbenten perme	
me this day in person, and acknowledged said instrument as their free and	that they signed and delivered the voluntary act, for the uses and purposes	
therein set forth.	17V 10: 10	ςZ
GIVEN under my hand and official s	eal, this 7th day or May	
. 19 88 .	The second secon	
My Commission Expires: 70/1/20	, co /s	
and the second s	nne E. Grove, Notary Public	
Λ -2-	nne a. Grove, Notary Public	
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ANNE E. GROVE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2015/96

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NOTARY DEBET STATE OF UNINOIS OF

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Of Colling Clerk's Office

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