MORTGAGE MODIFICATION AGREFMENT

THIS AGREEMENT made as of the lsc day of October , 1989 by and between, ** see above ** , whose address 2230 Algonquin Road, Rolling Meadows, 11,60008 and severally being hereinafter referred to as the "Borrowers" and Old Kent Bank National Association, Elmhurst maintaining its principal office at 105 S. York Street Elmhurst, Illinois 60126, said bank together with it's successors and assigns, including each and every holder from time to time of the Note (as hereinafter defined) being hereinafter referred to as the "Mortgagee";

WITNESSETH

whereas, the Mortgagee has heretofore loaned the Borrowers the principal sum of Nine-hundred & fifty-thousand Dollars (\$ 950,000) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of April 1 , 1989 executed by the Borrowers and payable to the order of the Mortgagee, with final payment due on (ctober 1 1989;

WHEREAS, the note is secured by a mortgage of even date therewith being hereinafter referred to as the "Mortgage" executed by the Borrowers creating a lien on certain real property located in Cook County, Illinois and legally described on Exhibit A attached hereto, which Mortgage was recorded with the Recorder of Deeds for said County on April 19 , 1989 and document number 89-173834 ; and

WHEREAS, the Borrow'rs and the Mortgagee desire to modify the terms for the payment of the Note as hereinafter provided.

NOW, THEREFORE, In consideration of the mutual covenants hereinafter set forth and for other good are valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the Mortgagee do hereby agree as follows:

1. The principal indebtedness released by the Note presently outstanding is Nine-hundred & fifty-thousand & 00/100 Dollars (\$ 950,000) which shall be paid as follows:

Interest-only payable monthly beginning November 1, 1989

- 2. All references in the Mortgage to the Note shall refer to the Note as herein modified.
- 3. All references in the Note to the Mortgage shall refer to the Mortgage as herein modified.
- A. The Borrowers hereby restate and reaffirm each and every representation, warrant, covenant and agreement contained in the note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.
- 5. Except as hereinabove modified and amended, the Note and Mortgage and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for indebtedness described therein. Without limiting the generality of the foregoing, all provisions of the Note and Mortgage, as respectively amended herein, relating to the defaults in payment of principal, interest or other amounts, with respect to other defaults with respect to obligations of the Borrowers, and with respect to remodies of the Bank, shall continue to be provided in the Note and the Mortgage, as amended herein, without change or modification.

* Old Kent Bank, IN.A. Index Rate + 2.0%, floating

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6. It is the express intention and agreement of the parties hereto that neither the modification of the Note and Mortgage or any extension of the maturity or terms thereof as provided aforesaid is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note and Mortgage, or any guaranty thereof. The execution of this Agreement by the Mortgagee shall not be deemed to be a waiver of its rights under any other agreement, note, mortgage, trust deed, security agreement, assignment instrument, quaranty or other document on the part of the Mortgagee in exercising any right nor shall operate as a waiver construed as a har or waiver of any right or remedy on any future occasion. All of the Mortgagee's rights and remedies whether evidenced by the Mortgage hereby or by any other agreement, quaranty, mortgage, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition to all other lights and remedies granted to the Mortgagee at law or in equity and may be expressed from time to time as often as deemed expedient by the Mortgagee. The obligations of the Borrowers hereunder shall be joint and several.

(References herein to "Mortgage" shall also apply to "Trust Deed")

IN INTESS WHEREOF, the Mortgagee AND Borrowers have affixed their hands and scale as of the 26 day of 2108. 1989.

Estangent Bergeriad Thirty Bergeriad Property of the Secretary of the Secr

American Nat'l.Band and Trust Company of Chicago as Trustee u/t/a dated May 11, 1989 and known as Trust Number 105383-04

MORTGAGEE:

BORROWERS:

OLD KENT BANK NATIONAL

ASSOCIATION . ELMHURST

Attest:

UNIT-01 RECORDING TH 555 TRAN 6033 11/14/89 15:1 # 300 # E * 159-5425 COLY COUNTY RECORDER

This instrument is executed by the undersigned Land Trustoe, not personally but solely as Trustoe in the exercise of the power and authority contented upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnition, representations, coverants, undertakings and agreements herein made on the part of the Trustoe are undertaken by it solely in its capacity as Trustee and not personally. No personal inability or personal responsibility is assumed by or shall at any time be asserted or unforceable against the Trustee on account of any warranty, indemnity impresentation, coverant, undertaking or agreement of the Trustee in tide instrument.

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STATE OF ILLINOIS

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EXHIBIT A

LOT 15 AND 15 "A" IN HAWTHORNE HILLS BEING A SUBDIVISION OF PARTS OF SECTIONS 2 AND 10 AND 11, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN No: 31-11-105-008

PIN No: 01-14-205-021