

MODIFICATION AGREEMENT

THIS INDENTURE, made this 10th day of November 1989, by and between C. Glenn and Shirley F. Rye, the owner of the mortgage or trust deed hereinafter described, and Gerald and Janet Fleetwood representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to modify the time of payment of the indebtedness evidenced by the principal promissory note or notes of Gerald and Janet Fleetwood, dated Jan. 16, 1986, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded January 17, 1986, in the office of the Registrar of Titles/Recorder of Cook County, Illinois in of at page as document No. 86 024209 conveying to C. Glenn and Shirley F. Rye certain real estate in Cook County, Illinois described as follows:

Located in Village of LaGrange:
Lots 24, 25 and 26 in Block 15 in Charles C. Lay and David B. Lyman's Subdivision of the West 1/2 of the South West 1/4 of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois
Permanent Real Estate Index Numbers: 180-04-325-001, 180-04-325-002, 180-04-325-003

DEFT-01 RECORDING 212.00
TW5555 TRAN 7664 11/28/89 15:16:00
#4424 # E # -89-566566
COOK COUNTY RECORDER

89566566

2. The amount remaining unpaid on the indebtedness is \$ 75,878.19
3. Said remaining indebtedness of \$75,878.19 shall be paid on or before Feb. 1, 1997

Payments are to continue monthly, beginning Dec. 1, 1989, at \$700 per month, with payment to be applied first to interest and balance to principal, and the Owner in consideration of such modification promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby modified and to pay interest thereon Nov. 1, 1989 until Feb. 1, 1997, at the rate of 10 per cent per annum, and thereafter until maturity of said principal sum as hereby modified at the rate of 10 per cent per annum, and interest after maturity at the rate of 10 per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house, trust company in the Village of La Grange as the holder or holders of the said principal note or notes may from time to time in writing appoint and in default of such appointment then at 17403 Appaloosa Drive, Sun City, Az. 85373

4. If any part of said indebtedness of interest thereon be not paid at maturity thereof herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said modification had not been granted.

5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner 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 Owner consists of two or more persons, their liability hereunder shall be joint and several.

89566566

MAIL 1200 E

