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DEPT-01 RECORDING 116.0  
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46309 # E # -89-581399  
COOK COUNTY RECORDER

LOAN MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of November, 1989, by and between CHARTER BANK & TRUST OF ILLINOIS f/k/a FIRST STATE BANK & TRUST COMPNAY OF HANOVER PARK, an Illinois Corporation ("BANK"), and WONDA POZZI, widowed and not since remarried, LYNN K. FUNKE, married to CRAIG D. FUNKE and KAREN RUMELL FUNKE, divorced and not since remarried, (BORROWER).

A. The BORROWER has heretofore executed an Installment Note dated October 28, 1986 in the principal amount of One Hundred Forty Five Thousand & NO/100 DOLLARS (\$145,000.00) ("NOTE") of which the BANK is presently the holder;

B. The NOTE is secured by a MORTGAGE dated October 28, 1986 and recorded in the Recorders Office Of Cook County, Illinois on October 31, 1986, as Document Number 86512799 and rerecorded February 3, 1987 as Document Number 87065805 conveying to certain real estate described in "Exhibit A" attached hereto and by this reference incorporated herein ("REAL ESTATE");

C. The BANK has disbursed to BORROWER the principal sum evidenced by the NOTE and has received partial payments from the lien of the hereinabove described MORTGAGE;

D. BORROWER has requested BANK to extend the date required for the payment of the hereinabove described NOTE and MORTGAGE.

F. BANK has agreed to extend the due date for the payment of the NOTE provided BORROWER agrees to the following terms and conditions;

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INVESTIGATION REPORT

The following information was obtained from the investigation conducted on [redacted] at [redacted]. The information was obtained from [redacted] who provided the following information:

[redacted] advised that [redacted] was born on [redacted] at [redacted]. [redacted] is currently residing at [redacted]. [redacted] is currently employed by [redacted].

[redacted] advised that [redacted] has been in contact with [redacted] who is currently residing at [redacted]. [redacted] is currently employed by [redacted]. [redacted] is currently residing at [redacted].

[redacted] advised that [redacted] is currently residing at [redacted]. [redacted] is currently employed by [redacted]. [redacted] is currently residing at [redacted].

[redacted] advised that [redacted] is currently residing at [redacted]. [redacted] is currently employed by [redacted]. [redacted] is currently residing at [redacted].

[redacted] advised that [redacted] is currently residing at [redacted]. [redacted] is currently employed by [redacted]. [redacted] is currently residing at [redacted].

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NOW THEREFORE, in consideration of the mutual covenants, premises and conditions herein contained and the payment of the sum of TEN AND NO/100 DOLLARS (\$10.00) the receipt of which is hereby acknowledged, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The due date for the payment of the NOTE is extended from November 1, 1989 to November 1, 1994.

2. It is agreed, as of the date hereof, the unpaid principal balance evidenced by the NOTE is ONE HUNDRED THIRTY EIGHT THOUSAND SIX HUNDRED NINETY SIX AND 37/100 (\$138,696.37) DOLLARS.

3. In consideration of BANK extending the due date to November 1, 1994, BORROWER agrees that the interest rate and payment of said interest on the principal sum and the payment of the principal sum, all evidenced by the NOTE shall be amended as follows:

Interest shall be payable on the principal sum from November 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of 11.65 percent per annum in installments (principal and interest) as follows:

One Thousand Four Hundred Ninety Three and 68/100 (\$1,493.68) Dollars on the 1st day of December, 1989 and on the 1st day of each and every month thereafter until the NOTE is fully paid except that the final payment of both principal and interest, if not sooner paid, shall be due on the 1st day of November, 1994.

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4. The lien of the MORTGAGE is hereby modified and extended as security for the payment of the NOTE.

5. Except as modified herein, the terms, covenants, and conditions of the NOTE and MORTGAGE shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this Agreement and the terms of the NOTE and/or MORTGAGE, the terms herein shall control.

6. This Loan Modification and Extension Agreement shall in no way be construed as a release of the BANK'S original loan and shall in no way prejudice its rights in connection therewith.

7. This Agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BANK:

BORROWER:

Charter Bank & Trust Of Illinois  
f/k/a First State Bank & Trust Co.  
Of Hanover Park

BY:

John J. Hayes, Jr.  
John J. Hayes, Jr.  
President

Attest:

Robert L. Tarnowski, VP  
Robert L. Tarnowski  
Vice President

Wanda Pozzi  
Wanda Pozzi  
Lynn K. Funke  
Lynn K. Funke  
Craig D. Funke  
Craig D. Funke  
Karen Rumell Funke  
Karen Rumell Funke

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-3-

The sign of the BOTTLE is hereby notified and contained  
to security for the payment of the BOTTLE

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in this document and the original document shall be  
the original document and the original document shall be

when deposited and the original document shall be  
the original document and the original document shall be

in witness whereof, the original document shall be  
the original document and the original document shall be

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STATE OF ILLINOIS  
COUNTY OF COOK

I, Gitta Coldwater a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. Hayes, Jr. personally known to me to be the President of the Charter Bank & Trust Of Illinois f/k/a First State Bank & Trust Company Of Hanover Park, a corporation, and Robert L. Tarnowski personally known to me to be the Vice President of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such President and Vice President they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors 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 Notary seal this 30th day of November 1989.

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WONDA POZZI, LYNN K. FUNKE, CRAIG D. FUNKE, and KAREN RUMELL FUNKE personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, 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.

GIVEN under my hand and official seal, this 30th day of November 1989.

Gitta Coldwater  
Notary Public

THIS DOCUMENT PREPARED BY AND MAIL TO:

Lois Mular  
Charter Bank & Trust Of Illinois  
1400 Irving Park Road  
Hanover Park, Il. 60103

"OFFICIAL SEAL"  
Gitta Coldwater  
Notary Public, State of Illinois  
My Commission Expires 11/30/91

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STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE,  
January 11, 1900.  
REPORT  
OF THE  
COMMISSIONERS OF THE  
LAND OFFICE,  
IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 15, 1899.  
CHAS. H. WELLS, COMMISSIONER.

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COUNTY OF COOK

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STATE OF ILLINOIS  
COUNTY OF COOK

CHAS. H. WELLS, COMMISSIONER  
LAND OFFICE  
STATE OF ILLINOIS  
COUNTY OF COOK

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PARCEL I: .

LOT 10 IN COUNTRY HILL BEING A SUBDIVISION OF PARTS OF LOTS 7 AND 8 IN JOHN POWELL'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL II:

THAT PART OF THE SOUTH 50.0 FEET OF LOT 7 IN JOHN H. POWELL'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST LINE (EXTENDED SOUTH) OF LOT 10, AND LYING EAST OF THE WEST LINE (EXTENDED SOUTH) OF LOT 10, IN COUNTRY HILL, BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN SAID JOHN H. POWELL'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 10 Wild Cherry Lane, Palos Park, IL.

P.I.N. 23-28-404-002 and 23-28-404-008

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