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UNION BANK

MURIGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this JANUARY 15, 1989, by and between UNION NATIONAL BANK AND TRUST COMPANY OF ELGIN ("Bank"), the owner of the Note and Mortgage bereinafter described, and UNION NATIONAL BANK & TRUST COMPANY OF ELGIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED OZ/10/87 KNOWN AS TRUST NUMBER 1355, representing themselves to be the owners of the real estate hereinafter and in said Mortgage described ("Owner").

- 1. In consideration of the mutual promises of the parties hereto, the parties hereto agree to
- 1. Extend the time of payment of the indebtedness evidenced by the Note or Notes of BURKART & JEHLERKING, INC. dated JUNE 10, 1987, ("Note"), secured by a Mortgage ("Mortgage") recorded on JUNE 19, 1987, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Mo. 87335199, conveying to the Bank co tain real estate in Cook County, Illinois, described as follows:

LOT 4 IN ARLINGDALE LAKES UNIT 2, BEING A SUBDIVISION IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS

PIN: 06-13-300-011-0000

Common Address: LOT 4 429 GARDEN CIRCLE, STREAMWOOD, IL

- 2. The amount remaining unpaid on the indetendess due on the Note and secured by the Mortgage is \$48,281.89. Said remaining indebtedness shall be payable on demand, plus interest thereon at a fluctuiting rate per annum of 2% plus the Prime lending rate on large commercial loans as published in the Wall Street Journal, varying daily hereinafter "Prime (late", which shall be adjusted daily when and as the Prime Rate changes. Interest shall be payable monthly. Interest shall be increased to the rate of three percent (3%) plus Prime per annum after demand until all liabilities are paid. All examents on account of the indebtedness evidenced by this Agreement shall be first applied to costs, and then to interest on the unpaid principal halance, and the remainder to principal.
- 3. This Agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect. The terms and conditions of this Agreement shall

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control in the event of any inconsistency between this Agreement and the Note or Mortgage. Any provisions of the Note or Mortgage that are not inconsistent with the terms of thin Agreement shall apply to the repayment of the unpaid indebtedness. The Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Owner. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Owner bereby waives and releases all rights and benefits according under and by virtue of any and all statures of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all after interests in the above-described real estate, including, without limitation, any exemptions the Owner may have under any state or federal bankrupes, or insolvency laws in the above-described real estate.

- 4. This loan is payable in full on APRIL 15, 1989. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no colligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.
- 5. Notwithstanding any of the provisions contained herein, the Owner hereby waives any and all rights of redemption from sale under any order or judgment of foreclosure on behalf of the Owner and or rehalf of each and every person, except judgment creditors of the Owner, acquiring any interest in or title to the premises subsequent to the date of this Agraement.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Agreement the day and year first above written.

UNION NATIONAL BANK & TRUST CO.

A TOWNE BANK & TROOT CO

Dalaya Dusa las C. S. Ol

ATTECT.

Marianne Nelson, A.V.P.

UNION NATIONAL BANK AS TRUSTEE

Theresa L. Hardy, 0.0,

Jerry Hensley, VP/Rashi

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STATE OF ILLINOIS

\$5,

COUNTY OF KANE

 Marilyn Shanholtzer, a Notary Public in and for said County in the State aforeward, DO HEREBY CERITY that Debra Duppler, Commercial Service Officer, and Marianne Nelson, Assistant Vice President of UNION NATIONAL BANK, nersonally known to me to be the same persons whose names are subscribed to the torogram instrument as such officers, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of their free and voluntary act, and as the free and voluntary act of sold Bally for the uses and purposes therein set forth; and the Cashier then and there acknowledged that as custodian of the corporate seal of said Bank, he did afrix and corporate seal to said instrument as his own free and voluntary act and is the free and voluntary act of said Bank, for the uses and purposes therein set torth.

GIVEN under my hand and not meat real this JAMUARY 15, 1989.

OF MONALES INTO MARTIYA'TA OSHARIHOTTEZER

Notary Public, State of Illinois My Commission Expires 2/11/92

GC.

COUNTY OF FAMO

STATE OF ILLINOIS

1, Marilyn Shamholtzer, a Notary Public in and for said County, in the State atoresaid, DO HEREBY CERTIFY that Theresal, Hardy, Operations Offices of Union National Bank & Trust and Jerry Honsley, Vice President & Cashier of said Bank who are personally known to me to be the same persons whose names ace, substituted, to the foregoing instrument as such @Vicers appeared before my this day in person and actnewledged that they sign and delivered the said instrument as their own free and voluntary act are as the free and voluntary act of said Bank, as fruster as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer - Cosh as then and there actnowledged that said frust Officer - Cashier as custoffin of the corporate seal of said Bank, did aftire the corporate seal of said Bank to sold instrument as sold frust Officer - Cashinr's own free and voluntary act and as the free and voluntary act of said Bank, as Irustre as aforesaid, for the uses and purposes therein set forth.

Given under my band and Notarial Scal this JANUARY 15,7198

OFFICIAL SEAL

Mar 1 lyn Shydhol Laur, Nelta Nothry Phiblic, State of Illinois My Commission Expires 2/11/92

This instrument was prepared by:8/2012/A

MICKEY ZOPFI UNION NATIONAL BANK I FOUNTAIN SQUARE PLAZA ELGIN, IL 60120

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