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This document was prepared by FahaoR RECORD

should be returned to:

Diane B. MacDonald

1990 SEP -7 AM 11: 41

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Attorney at Law

1122592 X

c/o Beverly Bank - Matteson Route 30 at Kostner Ave

Matteson, Illinois 60443

BW 333

MORTGAGE HODIFICATION AGREEMENT

1500

of this day of July , 1990, by and between Beverly Bank -Matteson (formerly known as Matteson-Richton Bank), an Illinois banking association (the "Lender") and Munir I. Kassem and Linda M. Kassem, husband and wife (together called the "Borrower"):

WITNESSETH:

Whereas, Borrower has heretofore executed and delivered to the Lender that certain Mortgage dated as of July 1, 1987, recorded on July 10, 1987, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 87380043 (said mortgage is hereinafter called the "Mortgage"), encumbering the real estate (the "Real Estate") legally described as follows:

LOT 112 IN BROOK HILLS F.U D. UNIT 2 BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN #27-30-400-005-0000

ADDRESS: 17230 BRUSHWOOD, ORLAND PARK, ILLINOIS 60462

Whereas, the Mortgage secures the payment of the indebtedness evidenced by that certain note (the "original Note") dated July 1, 1987, in the original principal amount of \$130,000.00, bearing interest and being payable to the Lender as set forth therein and with a final payment being due and payable on July 1, 1988; and

Whereas, the indebtedness evidenced by the Original Note has been renewed on an annual basis, with Borrower making principal reductions and delivering new notes in substitution for and renowal of the Original Note (said notes, together with the Original Note being herein called the "Notes"); and

Whereas, the Notes are further secured under the terms and provisions of that certain assignment of rents dated July 1, 1987, and recorded in the office of said Recorder of Deeds on July 10, 1987, as Document No. 87380044 (said assignment being herein called the "Assignment"); and

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This document was prepared by and all should be returned to:

Blanco By MacDonald

Attorney at Law

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Prigrada i trade i trade de la colonia de la archistans (af class deritals destals destals of senies dated to be for the record to refree at the adjust the parties of the property of and the control of th hero'n called the "Absignment"; and

Whereas, the current balance of the indebtedness owing by the Borrower to the Lender is \$64,000.00, and Borrower has requested that the Lender extend the maturity date of said indebtedness to July 1, 1991; and

Whereas, the Lender has agreed to the extension of the maturity as requested, provided that the Borrower execute and deliver a new note, in substitution for the Notes, and that all amounts owing to the Lender continue to be secured under the terms and provisions of the Mortgage and Assignment;

NOW, THEREFORE, in consideration of the foregoing and of the agreements contained herein, the parties hereto agree as follows:

- 1. The foregoing recitals are hereby incorporated in and made part of the Mortgage and Assignment.
- Contemporareously with the execution hereof, Borrower has executed and delivered to the Lender that certain Promissory Note (the "New Note"), dated as of July 1, 1990, in the principal amount of \$ 64,000.00 bearing interest at a rate per annum equal to eleven and one half percent (11 1/2%) and being payable to the Lendor as more fully set forth therein, with a final payment equal to the then outstanding principal balance owing thereunder, together with accrued and inpuid interest, being due and payable on July 1, 1991. The indebtedness evidenced by the New Note is and shall continue to be secured under the terms and provisions of the Mortgage and the Assignment and under any other instrument of security or guaranty (herein called the "Security Instruments") whether now or hereafter executed and delivered to the Lender to secure the payment of the indebtedness evidenced by the Notes or the New Note. At the Borrower's request, the Lender may, in its sole discretion, renew the indebtodness evidenced by the New Note on an annual basis, and require Borrower to deliver notes in substitution for and renewal of the Nov Note. Each subsequent note so executed and delivered shall continue to he secured by the lien of the Mortgage and the Assignment until the indebtedness evidenced thereby is paid in full and the Mortgage and Assignment released by the Lender.
- 3. The Mortgage is hereby amended as follows:
- (a) All references in the Mortgage to the indobtedness owing from the Borrower to the Lender shall be deemed to include the indobtedness evidenced by the New Note, as well as any subsequent notes executed and delivered by Borrower in renewal or otherwise in substitution for the New Note, and all references to the Note shall be deemed to include the New Note and any such subsequent notes.
- (b) All references in the Mortgage to the Asssignment, if any, shall be deemed to refer to the Assignment as modified by

Whereas the current balance of the indeptedness owing to the Sorrower to the Lenier is \$64,000.00, and lerrower has requested that the Lander awtend the matericy date of each indebtedness to July 1, 1991 and

Whereas, the Lender had agreed to the entension of the maturity as regosted, provided that the Serremon evertual desiror of the desiror and the test of the substitution for the moves, and the amounts owing to the Lender continue to be repared under the term, and provisions of the Martgage and Assignment;

now, THEREVORE, in consideration of the favogoing and of the agreements contained herein, the parties hereto agree as to the

- 4. The foregoing recitais are hereby incorporated in and part of the margage and Aesigonent.
- Captemperaneously with the enciolist on hereof, accord excepted and delivered tection Leading that contact of the tthe "New Meter), deted as of July 1, 1990, in the property inger mag outro e se deskeant prixees conscouse a se se delimbrio es republica a chapte a totily seek counts thereally as a continue of the equal to the the then outstanding principal business such that the book and the second of the second over the latter than the absolute and carrest the contract the contrac and shall carring to be scoured and the error set of the carring set of the angle property of the carring and carring and the carring and the carring and the carring and the reins was ear feliar riverial volarians ar Villebas la Tree that are become nextense or to wer redefine (enamentari the burden the second second by a second party of the second second the hotes cartie her her notes. Lat the hos received a received the may, indicated trace that, renew the independent of more the property of the same sounds and each same for the second of the seco ng nganggan ang ang akang kang kananan baha bak bak bakabakabakabakabakabakaba subsequent notes to execute and colline to about about reading a marrial large of the company of the participation of the company of the participation of the company Indoblythors evidenced thereby is paid in full and the vorte and Austronic released by the Lepter.
 - 3. The Negtange is hereby amended as follows:
- (4) All totatences in the Housque to the common short short
 - (b) All references in the Mortgago to the Aussignment, it

this Agreement.

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- 4. All references in the New Note to the Mortgage or the Assignment shall be deemed to refer to the Mortgage and the Assignment as the same have been modified under this Agreement.
- 5. The Assignment is hereby modified as follows: all references in the Assignment to the Notes or otherwise to the indebtedness owing from the Borrower to the Lender shall be deemed to include the New Note and any subsequent notes executed and delivered in substitution for the New Note, and all references to the Mortgage shall be deemed to refer to the Mortgage as the same has been modified by this Agreement.
- 6. This Agreement does not constitute the the extinguishment of the indebtedness evidenced by the Notes, nor does it in any way affect or impair the lien of the Mortgage, which the parties hereto acknowledge to be a valid and existing lien on the Real Estate, and the iden of the Mortgage is agreed to have continued in full force and effect from the date thereof and the same shall so continue until fully satisfied.

Each Borrower represents and warrants to the Lender that he or she does not have any adjustments, setoffs, claims or defenses against the Lender under the Mortgage, the Assignment, the Notes or the New Note or otherwise in connection with the loan evidenced thereby. Giving effect to the modifications and amendments set forth in this Agreement, all of the terms, provisions, conditions and agreements contained in the Mortgage and the Assignment (and any other Security Instruments), including, without limitation, any provision allowing the acceleration of the indebtedness secured thereby and the waiver of homestead rights contained therein, shall be and remain in full force and effect enforceable strictly in accordance with their respective terms.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage Modification Agreement as of the day and year first above written.

Munir I. Kassem

Linda M. Kassem

Beverly Bank - Matteson (formerly Matteson-Richton

Bank)

Love Michile

ATTEST:

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this Agreement.

- 4: All references in the New Note to the Mortgage of the Assignment shall be deemed to refer to the Mortgage and the Assignment as the same have been modified under this Agreence.
- 6. This Agreement does not constitute the cate cating ablance of the induberness nor does it is a saffect or impair the lien of the Mortes welch the the lien of the Mortes welch the the lien of the Mortes existing lien of the Mortes of entitle lien of the Mortes of the entitle and the lien of the Mortes of the entitle and effect from the date thereof ed the manual full force and effect from the date thereof ed the manual faily settering.

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS) SS. COUNTY OF _(ook_)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Munir I. Kassem and Linda M. Kassem, who are 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 own free and voluntary act for the uses and purposes therein set forth.

CIVEN under my hand and Notarial Seal : Lugust 1990. Lugust Atai	this <u>20</u> day of
(SEAL) Notary Public (YY Commission Expires:	"OFFICIAL SEAL" Vera J. Stoll Notary Public, State of Illinois
STATE OF ILLINOIS) COUNTY OF) SS.	My Commission Expires Mar, 7, 1993

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES P. MULLANEY, COMMERCIAL LENDER of Beverly Bank - Mecheson (the "Bank") and PATRICIA A WEBSTER, LOAN OFFICER of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such COMMERCIAL LENDER and LOAN OFFICER, espectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary of said Bank for the uses and purposes therein set forth; and said THEY then and there acknowledged that he, as custodian of the seal of said Bank did affix the seal of said Bank to said instrument as hown free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth

therein set forth		
CIVEN under m	y hand and Notarial Se	eal this 30 day of
	Notary Public	ie
(SEAL)	Notary Public	
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My Commission Expires:

Vera J. Stoll
Notary Public, State of Illinois
My Commission Expires Mar. 7, 1993

STANS OF ILLINOIS) SE. COUNTY OF LOOK.

I, the undersigned, a Notary Public in and for the Coun-State aforesaid, DO HERENV CERTIFY that the clove mand him Marrow and Linds W. Kasser, who are personal your verthe same persons whose manes are metallibed to the land instrument, appeared before me this day in mercon and acknowledged that they signed, scaled and delivered ine sal instrument as their own free and voluntary not for the uses

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