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First Modification to Note and Mortgage Loan No. 18655456

This First Modification Agreement is entered into this 1st day of July, 1991 by and between Stuart M. Meyer and Howard J. Agins, 9843 Gross Point Road, Skokie, IL 60076 (the "Borrower") and First American Bank, 975 Busse Road, Elk Grove Village, IL (the "Bank").



WHEREAS on January 2, 1990 the Borrower executed a Promissory Note payrole to the Bank in the principal amount of \$250,000.00 together with interest prior to maturity on the balance of principal remaining from time to time unpaid at the rate of Twelve per cent (12.0%) per a nom to maturity hereof, by acceleration or otherwise; and

WHEREAS the Promissory Note is secured by: a Mortgage and Assignment of Rents each dated January 2, 1990, recorded January 20, 1990 as document no. 9007/320 and no. 90079321 respectively, in the Recorder's Office of Cook County, Illinois on real property legally described as follows:

> Lot 1 in Paul Hermes Subdivision of the West 1/2 of the South East 1/4 of Section 10 (except the Northeasterly 70 feet of said Lot 1 and except the Southerly 10 feet as measured at right angles to the Southerly line of Lot 1 all in said Paul Hermes Subdivision in Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

10-10-406-018-0000 PIN:

Commonly known as: 9843 Gross Point Road, Skowie, IL. 60076

WHEREAS the Promissory Note is further secured by a Collateral Assignment of Beneficial Interest in First American Bank. formerly Old Orchard Bank and Trust Co., as trustee U/T/A #740/ dated March 28, 1974; and

WHEREAS the outstanding principal balance on the Promissory Note is \$180,757.43; and

WHEREAS the Promissory Note is guaranteed by Sandra Meyer and Susan M. Agins as evidenced by a Continuing Guaranty executed by Sandra Meyer and Susan M. Agins respectively on January 2, 1990; and

WHEREAS the Promissory Note will be modified to reflect a decrease in the interest rate and reduction in the monthly principal and interest payment and the Bank is willing to grant such modification.

NOW THEREFORE in mutual consideration of the promises contained herein and other good and valuable consideration, the parties agree as follows:



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First Modification of Note and Mortgage Page 2.

- 1. The Promissory Note shall accrue interest prior to maturity on the outstanding principal balance at the rate of Ten and One Quarter per cent (10.25%) per annum to maturity hereof.
- 2. The Borrower will pay this loan in 59 monthly payments of One Thousand Eight Hundred Thirteen Dollars and 86/100--- (\$1,813.85) of principal and accrued interest on August 2, 1991 and on the 2nd day of each consecutive month thereafter with a final payment of all outstanding principal and accrued interest on July 2, 1996.
- 3. This First Modification of Note and Mortgage is supplemental to the original Promissory Note, Mortgage, Assignment of Rents and other related loan documents. All provisions thereof including the right to declare principal and accrued interest due for any cause specified therein shall remain in full force and effect and are hereby affirmed, confirmed and ratified in all respects except as expressly modified herein.

IN TESTIMONY WHEREOF, the parties hereto have executed this First Modification of Note and Mortgage the day and year written above.

Borrower	Benk:
BYED THE TANGE	First American Bank By: 1. A. M.
Squart M. Meyer	
Howard J. Agins	ATTEST 100

As Guarantors of the Promissory Note, we hereby consent to this First Extension of Note and Mortgage and reaffirm our guaranty.

Sandra Meyer Susan M. Agins

State of Illinois)
County of Cook) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Stuart M. Meyer and Howard J. Agins personally known to me in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Stuart M. Meyer and Howard J. Agins for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this /st day

"OFFICIAL SEAL"

Maria F. Cardone

Notary Public, State of Illinois

My Commission Expires 11/2/93

Notary Public

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State of Illinois)
County of Gook) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Sandra Meyer and Susan M. Agins personally known to me in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Sandra Meyer and Susan M. Agins for the uses and purposes therein set forth.

Given union avelland and Not	carial Seal this <u>Lat</u> day
Maria F. Cardene Wingle	Maria J. Mardone
Hotary Public, State My Commission Expires 11/2/93	Notary Public
State of Illinois) County of Cook) SS	4

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that fucu Mulota and fina Tokara, personally known to me to be the Vice President and usat vice full respectively, of First American Bank in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said First American Bank for the uses and purposes therein set forth.

of July 1991.

Maria 7. (and one Notary Public)

This Instrument was prepared by: Nancy Milota

AAAAAAAAA

First American Bank

(OSCIONAL COAL)

"OFFICIAL SEAL"

975 Busse Road

Maria F. Cardone

Notary Public, State of Illinois

My Commission Expires 11/2/93

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Mail To: 18. American Bone 975 Busse Rd. ELR Grove, St.