#### MODIFICATION AGREEMENT

THIS AGREEMENT dated as of the 20th day of Septmeber, 1991 by and between John M. Daley and Veronica M. Daley (hereinafter called the "Borrower"), and THE NORTHERN TRUST COMPANY (hereinafter called the "Lender"), WITNESSETH THAT:

WHEREAS, the Borrower executed and delivered to the Bank a Note dated December 4,1990 in the amount of \$280,000.00 now reduced by payments to a current balance of \$278,785.39 being originally payable in monthly installments of \$2,405.63 commencing February 1, 1991 with a final installment due January 1, 2021 said installments including interest on the unpaid principal balance at the rate 9.75% per anum (said instrument being hereinafter called the "Note"); and

WHEREAS, the Borrower executed and delivered to the Bank a MORTGAGE dated December 4, 1990 Note and conveying and mortgaging real estate located in Cook County, STATE OF ILLINOIS, legally described as follows:

PLEASE SEE ATTACHED RIDEP

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said MORTGAGE being recorded in the Office of the Recorder of Deeds of Cook County, ILLINOIS, on December 11, 1990, as Document Number 90600788; and

WHEREAS, the parties hereto wish to decrease the monthly installments as provided in said Note, to affirm that the Note as so amended is secured by the lien of the said MORTGAGE, and to confirm that all references to the Note and underlying indebtedness in the said MORTGAGE, shall henceforth stand as reference to the Note and underlying indebtednessas hereby amended; and

WHEREAS, the Lender represents that it is the owner and holder of the Note, and Borrower represents that it is the owner of the said real estate and all improvements thereon and that there are no liens (except for taxes not yet due) or mortgages on the said real estate and improvements except in favor of the Lender;

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby mutually acknowledged, the parties hereto agree as follows:

1. That the Lender hereby agrees that the monthly installments bedecreased from \$2405.63 to \$1758.46 and the Borrower agrees that it will pay the holder of the Note or to its order the principal sum of \$203,785.39 and interest accruing from and after October 1, 1991 on the balance of principal remaining from time to time unpaid at the rate of 9.75% per annum in installments as follows:

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Box 180

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\$1758.46 on the 1st day of November, 1991 and on the 1st day of each month thereafter until the Note is fully paid, except that the final payment of principal and interest if not sooner paid shall be due and payable the 1st day of January, 2021, all such payments to be applied first on interest at the rate of 9.75% per annum on the whole amount of said principal sum remaining from time to time unpaid and the balance on principal.

- 2. That the Lender agrees on behalf of itself and of any subsequent holder to mark the Note so as to reflect the terms of this Agreement before transferring or negotiating the same.
- 3. That the Borrower hereby agrees that the lien of the said Mortgage shall secure the Note as hereby amended to the same extend as if the Note as amended were set forth and described in the Mortgage.
- 4. That both parties hereto further mutually agree that all of the provisions, stipulations, powers and covenants in the said Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by this Agreement.
- 5. That this Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first apove written.

John M. Daley

Veronica M. Daley

THE NORTHERN TRUST COMPANY BY: Allie Lagran

ITS:

ATTEST:

ASSISTANT SECRETAIN

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#### LEGAL DESCRIPTION RIDER

PARCEL 1:  PARCEL 392, IN CRYSTAL TREE FOURTH ADDITION, BEING A SUBDIVISION OF  PARTS OF LOTS 103, 105 AND 213 IN CRYSTAL TREE, BEING A SUBDIVISION OF  PART OF THE EAST 1/2 SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE  THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS  PARCEL 2:
PRIVATE ROADWAY SASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 215, FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED
APRIL 28, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED  DATED 11/1 1 196 AND RECORDED 12 1 9 C AS  DOCUMENT NUMBER 906 3 2 2 7 IN COOK COUNTY, ILLINOIS
PARCEL 3: PRIVATE ROADWAY EASEMENT APPUNTENANT TO AND FOR THE BENEFIT OF PARCEL
1, OVER LOT 475 FOR INGRESS AND EGREUS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED AFRIL 28, 1988 AS DOCUMENT NUMBER 88173671 AND CREATED BY DEED
DATED JULY 1, 1900 AND RECORDED 1 - 11 - 9 c AS DOCUMENT NUMBER 70 630 7 P IN COUNTY, ILLINOIS
PARCEL 4: PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 477, FOR INGRESS AND EGRESS, AS SET FORTH IN DECLARATION
RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 28, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED PY DEED DATED 11/1 1 1990 AND RECORDED AS DOCUMENT
NUMBER 9066 0787 IN COOK COUNTY, ILLINOIS.
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21) . CB . All - CAY  70. CA . 462. 648

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STATE OF ILLINOIS)

(COUNTY OF C O O K)

I, Karen Daley, a Notary Public in and for said County, in the State afdresaid, do hereby certify that JOHN N DALEY and Veronica H. Daley personally appeared before me and acknowledged that (s)he [they] executed and delivered the foregoing instrument as his (her) [their] their free and voluntary act for the use and purposes therein set forth.

"OFFICIAL SEAL"

KAREN L. DALEY

Notary Public, State of Illinois
My Commits BAAD by sexpri. 27, 1994

My Commission Expires:

Given under my hand and notarial seal this 20th day of <u>September</u>, 1991.

Karen & Dale

STATE OF ILLINOIS! ) 55 COUNTY OF C O O K) Notary Public in and for said County, in the State aforesaid, do hereby certify that Walker C. Stephen 2nd Vice Presiden 2/nd. Vice President of THE NORTHERN TRUST COMPANY, and Trymas P. Nichol , Assistant Secretary of THE NORTHERN TRUST COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 200 \_\_ Vice President and such Assistant Secretary and are personally known to me to Lna be such \_ Vice President and such Assistant Secretary, appeared before me this day in person and acknowledged that they respectively signed and delivered and attested the said instrument as their free and voluntary act as Vice President and such Assistant Secretary, as aforesaid, and as the free and voluntary act of THE NORTHERN TRUST COMPANY for the uses and purposes therein set forth.

"OFFICIAL SEAL"
MARY B. MORAN
Notary Public Cook County, Illinois
My Commission (SEA Nigust 9, 1995)

Given under my hand and notarial seal this ASIC day of Sentember , 1941.

Notary Public

My Commission Expires:

8-9-95

THIS INSTRUMENT WAS PREPARED BY:

STEBBINS NELSON, ESQ. 50 S. LASALLE STREET CHICAGO, IL 60675 (312) 444-3969 MAIL TO: THE NORTHERN TRUST COMPANY
Attn: K. DORY
50 S. LaSalle Street
Chicago, IL 60675

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