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LOAN MODIFICATION AND EXTENSION AGREEMENT

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\$ 17.00

ACCOMMODATION

CENTENNIAL TITLE INCORPORATED

THIS AGREEMENT is made and entered into as of the 5th day of August, 1991, by and between FIRST OF AMERICA BANK - NORTHEAST ILLINOIS, N.A., formerly known as GOLF MILL STATE BANK ("BANK"), and Girishchai C. Patel and Niranjana G. Patel ("BORROWER").

A. The BORROWER has heretofore executed a Commercial Installment Note dated July 9, 1991 in the principal amount of One Hundred Eighty Thousand no/100 (\$180,000.00) ("NOTE") of which the BANK is presently the holder:

B. The NOTE is secured by a mortgage dated July 9, 1991 and recorded in the Recorders Office of Cook County, Illinois as Document Number 91374451 conveying to certain real estate described in "Exhibit A" attached hereto and by this reference incorporated herein ("REAL ESTATE");

C. The NOTE is further secured by an Assignment of Rents bearing even date therewith and recorded in the Recorder's Office of Cook County, Illinois as Document Number 91374452 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;

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ACCOUNTS DIVISION

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-2-

D. The BANK has disbursed to BORROWER the full principal sum evidenced by the NOTE and has received payments of principal and interest from the lien of the hereinabove described Mortgage and Assignment of Rents;

E. BORROWER has requested BANK to amend the maturity date for the payment of the hereinabove described NOTE, MORTGAGE and ASSIGNMENT OF RENTS;

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

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 maturity date for the payment of the NOTE is extended from July 9, 1996 to August 9, 1996.

2. It is agreed, as of the date hereof, the unpaid principal balance evidenced by the NOTE is One Hundred Eighty Thousand and no/100 (\$180,000) DOLLARS.

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-3-

3. In consideration of BANK extending the due date to August 9, 1996, BORROWER agrees that the new interest rate will be 10.25% and monthly payments of principal and interest on the new principal sum outstanding from time to time will be One Thousand Seven Hundred Sixty Six and 96/100.

The repayment of the indebtedness shall be 1 (One) payment of \$717.50 and 59 consecutive installments of \$1,766.96 each, beginning on the 9th day of September, 1991 and continuing on the same day of every month thereafter, with a final payment of all remaining principal and interest due on August 9, 1996.

4. In the event a payment is ten (10) or more days past due, a late charge of Five Percent (5%) of the total payment amount or \$25.00, whichever is greater, shall be due and payable.

5. The lien of the MORTGAGE and ASSIGNMENT OF RENTS is hereby modified and extended as security for the payment of the NOTE.

6. Except as modified herein, the terms covenants, and conditions of the NOTE, MORTGAGE and ASSIGNMENT OF RENTS 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 and ASSIGNMENT OF RENTS the terms herein shall control.

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-4-

7. This Loan Modification and Extension Agreement shall in no way be construed as a release or satisfaction of the BANK'S original Mortgage, Assignment of Rents and/or Note and shall in no way prejudice its rights in connection therewith.

8. 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:

FIRST OF AMERICA BANK -  
NORTHEAST ILLINOIS, N .A.

By:

William V. Taculla  
William V. Taculla  
Vice President

Girishbhai C. Patel  
Girishbhai C. Patel

By:

Richard J. Lind  
Richard J. Lind  
Assistant Vice President

Niranjana G. Patel  
Niranjana G. Patel

This Document Prepared By and Mail To.:

G. Cocks  
First of America Bank - Northeast Illinois, N.A.  
9101 Greenwood Avenue  
Niles, Illinois 60648

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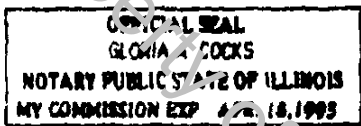
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STATE OF ILLINOIS ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Grishbai C. Patel and Niranjana G. Patel

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 the 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 28<sup>th</sup> day of August, 1991.



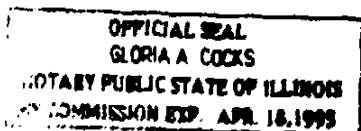
Gloria A. Cocks  
Notary Public

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 William V. Iaculla personally known to me to be the Vice President of the First of America Bank - Northeast Illinois, N.A., a corporation, and Richard J. Lind personally known to me to be the Asst. V.P. ~~SECRETARY~~ 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 Vice President and Asst. V.P. ~~SECRETARY~~ 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 notarial seal this 5th day of August, 1991.



Gloria A. Cocks  
NOTARY PUBLIC

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## "Exhibit A"

LOTS 1 AND 2 IN BLOCK 4 IN L. M. JACOBSON'S RIVER ROAD  
SUBDIVISION OF THE NORTH 990 FEET OF THE WEST 1/2 AND THE  
NORTH 165 FEET OF THE SOUTH 330 FEET OF THE NORTH 990  
FEET OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH  
WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

P.I.N. Number 12 35 105 046 0000

Property Address: 2258 N. River Road, River Grove, IL

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