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3603-29 pk

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MAIL TO:  
FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF WESTCHESTER  
2121 S. MANNHEIM RD.  
WESTCHESTER, IL 60154-4391

LOAN MODIFICATION AND  
ADDITIONAL ADVANCE AGREEMENT  
FOR A REVOLVING LINE OF CREDIT LOAN

THIS INSTRUMENT WAS PREPARED BY  
Edward A. Meluga, Attorney at Law  
2121 Mannheim Road  
Westchester, Illinois 60154-4391

This Agreement, between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER, hereinafter called the Lender, and JAMES J. ALLEN and JODY M. ALLEN, his wife, hereinafter called the Borrower(s):

15.00

WITNESSETH:

Whereas, the Borrower(s) are indebted to the Lender in the sum of TWENTY THOUSAND-- and no/100 Dollars (\$ 20,000.00 ) - balance due on Loan No. 3603-29, as evidenced by a Note dated September 2, 1989, payment of which is secured by a Mortgage to the Lender dated September 2, 1989, and recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 89-434338 and securing the following described property located in Cook County, Illinois:

LOT 3 IN BLOCK 16 IN MIDLAND DEVELOPMENT COMPANY'S HIGH RIDGE PARK FIRST ADDITION BEING A RESUBDIVISION OF THE EAST 117.34 FEET OF LOTS 147 TO 201, LOTS 202 TO 311, LOTS 338 TO 395, LOTS 448 TO 505, LOTS 558 TO 615 AND LOTS 642 TO 751 IN WILLIAM ZELOSKY'S HIGH RIDGE PARK IN THE NORTH WEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 15-20-120-031

COOK COUNTY

1991 MAY 29 PM 12: 50

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Commonly known as : 1511 Boeger, Westchester, Illinois 60154-3407

Whereas, the undersigned Borrower(s), for value received, promises(s) to pay to the Lender the sum of THIRTY THOUSAND-- AND NO/100 Dollars (\$ 30,000.00 ) in repayment of an additional advance upon said Loan No. 3603-29 and this agreement is hereby made a part of the original Note as completely as if incorporated verbatim herein and said Note is hereby referred to and made a part hereof.

It is hereby agreed that the above-stated amount, receipt of which is hereby acknowledged, shall be added to the present unpaid balance of said indebtedness and that the unpaid balance is, as of this date, including such advance, the sum of FIFTY THOUSAND-- AND NO/100 Dollars (\$50,000.00 ) or so much as may be advanced and outstanding, all of which the undersigned promises(s) to pay with interest calculated on a daily basis and equal to the Prime Rate as reported in the Money Rate section of The Wall Street Journal plus one (1) percentage point.

Borrower and Lender further agree to the following:

1. PROVISIONS

Any provision of said Mortgage or Note or other such instruments executed in connection with said indebtedness which are inconsistent with the provision of this Agreement, including but not limited to the interest rate, monthly payment, term, default provisions, temporary suspension of credit and reduction of credit line, notice to the borrower, and prepayment are hereby amended or negated to the extent necessary to conform such instruments to the provisions of this Agreement.

2. INTEREST (VARIABLE RATE)

The annual interest rate (Annual Percentage Rate) applied to the outstanding principal balance of the Note is calculated daily and is equal to the Prime Rate plus one (1) percentage point. The Prime Rate is defined as the Prime Rate as reported in the Money Rate section of The Wall Street Journal. In the event that The Wall Street Journal reports two different Prime Rates, the Lender will select the higher of the two Prime Rates as the Prime Rate in determining the annual interest rate (Annual Percentage Rate). The interest (Finance Charge) is payable monthly and is due by the 20th day after the statement date. The interest (Finance Charge) is determined for each monthly billing period by applying a daily periodic rate to each days ending loan balance of each monthly billing period and remains constant during that monthly billing period. The daily periodic rate is 1/365th of the annual interest rate (Annual Percentage Rate) applicable to that monthly billing period (carried to five decimal places).

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There is a maximum limit of 19.3% in the annual interest rate (Annual Percentage Rate), and decreases in the annual interest rate (Annual Percentage Rate) are mandatory as the Prime Rate declines. Conversely, if the Prime Rate increases, so will the annual interest rate (Annual Percentage Rate) and that may increase the monthly interest (Finance Charge) payment. The annual interest rate (Annual Percentage Rate) will decrease if the Prime Rate decreases and that may reduce the monthly interest (Finance Charge) payment.

For the monthly billing period which began on MAY 1, 1991, the daily periodic rate was .027397 % (which corresponds to an interest rate (Annual Percentage Rate) of TEN %). The daily loan balance shall be computed by taking the principal balance of Borrowings at the beginning of each day, adding any Borrowings posted to the Account that day and subtracting any principal payments posted to the Account as of that day. The interest (Finance Charge) begins to accrue on the date that a Borrowing is posted to the Account.

### 3. TERM OF NOTE

Unless prepaid, Borrower will pay the entire outstanding principal balance plus accrued interest and other charges due, TEN years from the date hereof (any such date being herein referred to as the "Due Date" MAY 21, 2001).

Absent an Event of Default, Borrower is only required to pay, prior to the Due Date, the interest due each month on any outstanding principal balance together with any late charges and other charges or fees imposed on the line of credit account. However, Borrower has the right to repay all or any portion of the outstanding principal balance at any time without premium or penalty prior to the Due Date.

Each month the Borrower will pay to the Note Holder as instructed on the monthly billing statement he receives, any interest due on the outstanding principal balance of the line of credit account. Borrower agrees to make such payments within 20 days of the monthly statement date.

### 4. MINIMUM PAYMENT REQUIREMENT

Borrower may obtain advances of credit for TEN years (the "draw period"). During the draw period, payments will be due monthly. The minimum monthly payment will be equal to the finance charges that accrued on the outstanding balance during the preceding month. Under this interest only payment plan, the minimum payment will not reduce the principal that is outstanding on the line. Borrower will then be required to pay the entire balance in a single "balloon" payment.

After the draw period ends, Borrower will no longer be able to obtain credit advances and must pay the outstanding balance plus any outstanding finance charges immediately ("Due Date"). This means that it will mature and be due and payable at the end of the TEN year period. Borrower must repay the entire principal balance and unpaid interest at that time. The Note Holder is not obligated to refinance the loan at that time. Borrower will be required to repay the loan from other assets he may own, or find another lender willing to lend the money at prevailing market rates which may be considerably higher or lower than the interest rate on this loan. If Borrower refinances this loan at maturity, Borrower may have to pay some, or all, closing costs normally associated with a new loan even if the Home Equity Line of Credit Loan is refinanced by the Note Holder.

### 5. LATE CHARGES

If the Note Holder has not received the full amount of any of the monthly payments within 20 days of the statement date for that month, Borrower will pay a late charge to the Note Holder. The amount of the charge will be five percent (5%) of the overdue payment. Borrower will pay this late charge only once on any late payment.

### 6. EVENTS OF DEFAULT; ACCELERATION

This Note shall be in Default if (a) Borrower fails to make any payment; (b) failure to comply with the terms of this Note or the Mortgage which secures this Note; (c) any application or statement furnished is found to be materially false; (d) Borrower dies; (e) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against the Borrower and Borrower fails to make the payment under the bankruptcy plan; (f) Borrower is in default under any credit instrument or mortgage evidencing or securing an obligation with priority of the lien created by the Mortgage, or any creditor attempts to (or actually does) seize or obtain a writ of attachment against the property securing the Note; (g) Borrower fails to furnish personal financial information upon request of the Note Holder from time to time.

Upon Default, the Note Holder at its option may refuse to allow additional borrowings and declare all amounts owing to the Note Holder to be immediately due and payable. If it becomes necessary to commence legal proceedings to collect any balance in the account or to enforce the Mortgage, Borrower will be required to pay the Note Holder's attorney's fees and court costs.

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## 7. TEMPORARY SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LINE

Note Holder may cancel Borrower's right to future advances against the line of credit represented by the Note at any time and/or reduce the maximum credit limit if any event of default occurs or during any period in which:

- A. The value of real estate which secures the Note declines significantly below the property's appraised value. A significant decline is any decline such that the initial difference between the Credit Limit and the available equity (based on appraised value) is reduced by 50%.
- B. Note Holder believes that Borrower will be unable to fulfill the obligations of the Note due to a material change in his financial circumstances.
- C. Borrower is in default of any material obligations under the terms of the Note and the Mortgage which secures the Note.
- D. A Governmental Body prohibits the Note Holder from imposing the stated interest rate (Annual Percentage Rate) on the outstanding balance.
- E. During any period in which the interest rate (Annual Percentage Rate) corresponding to the periodic rate reaches a maximum rate of 19.8%.
- F. Action by a Governmental Body adversely affects the priority of the Note Holder's security interest to the extent that the value of the security interest is less than 120 percent of the amount of the credit line.
- G. A Federal or State Regulatory Agency has provided notice to the Note Holder that future extension of credit could constitute an unsafe and unsound practice.

To cancel Borrower's right to future advances, Note Holder must deliver or mail (registered or certified mail) to the Property's address a written note addressed to Borrower, specifying the reason why it will not honor any checks and thus not extend further credit. Cancellation for any of the above reasons, however, will not require immediate repayment of the entire outstanding principal balance of the line of credit, but it will terminate the Note Holder's obligation to make additional advances after the termination date set forth in the written notice. This temporary suspension of the credit and reduction of credit limit will remain in effect for only so long as any of the above seven circumstances shall exist. Note Holder, upon notification by Borrower that any of the above situations has ceased, will then investigate and determine if the condition allowing the temporary suspension has changed, and if so, will reinstate the credit limit.

In all other respects, said loan contract shall remain in effect and shall only be modified to the extent necessary to conform with this agreement.

In witness whereof, the Borrowers have affixed their hands and seals, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER has caused this agreement to be signed in its name by its Asst. Vice President and attested to by its Assistant Secretary, and its corporate seal affixed, all on the 21st day of May, 1991.

[Signature] (Seal)  
Borrower JAMES J. ALLEN

X [Signature] (Seal)  
Borrower JODY M. ALLEN

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER

ATTEST:  
[Signature] (Seal)  
Assistant Secretary

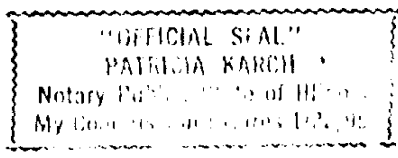
[Signature] (Seal)  
Asst. Vice President

STATE OF ILLINOIS  
COUNTY OF Cook SS

I, Patricia Karch, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY THAT JAMES J. ALLEN and JODY M. ALLEN, his wife 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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 21st day of May A.D., 1991.

[Signature]  
Notary Public



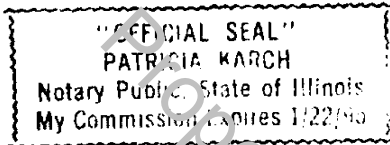
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STATE OF ILLINOIS  
COUNTY OF Cook SS

I, Patricia Karch a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY THAT FREDERICK A. COX,  
Asst. Vice President, and BEVERLY A. NOVAK,  
Assistant Secretary of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such: Assistant Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER for the uses and purposes therein set forth, and caused the corporate seal of said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER to be thereto affixed.

GIVEN under my hand and notarial seal this 21st day of May A.D., 1991.



Pat Karch  
Notary Public

THIS INSTRUMENT WAS PREPARED BY  
Edward A. Moruga, Attorney at Law  
2121 Mannheim Road  
Westchester, Illinois 60154-4391

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