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MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 20th day of September, 1992, by and between Harris Trust and Savings Bank, as Trustee under Trust Agreement dated July 20, 1979, a/k/a Tr. No. 39715 as "Trustee and Ronald Stone and Joan M. Stone, as "Co-Makers" and Manufacturers Bank, An Illinois Banking Corp., as "Bank".

WITNESSETH

WHERE'S, on February 15, 1990, the Trustees and Co-Makers executed an Installment Note, payable to the Bank, in the principal amount of \$150,000.00, evidencing the obligation arising from the disburgement of funds made by the Bank in connection with a mortgage covering a parcel of real estate located at 43 Graymoor Lane, Olympia Fields, Illinois, 60461 and legally described as follows:

Lot 21 in Graymoor, a Subdivision of the North 50 acres of the West 1/2 of the Northwest 1/4 and the East 1/2 of the Northwest 1/4 of Section 1850R01m5 \$25.50 Township 35, Range 14.**

Township 35, Range 14.**

\$25.50 \$

Commonly known as: 43 Graymoor Lane
Olympia Firles, Illinois 60461

PIN # 32-18-104-013-0000

WHEREAS, the Installment Note is secured by a Trust Deed, dated February 15, 1990 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 26, 1990, as Document No. 90089057; and

WHEREAS, the Installment Note is further secured by an Assignment of Rents from the Trustee to the Bank dated February 15, 1990 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 27, 1990, as Document No. 90091755; and

WHEREAS, the Installment Note is further secured by a Collateral Assignment Under Land Trust (Assignment of 100% Beneficial Interest), dated February 15, 1990, executed by Ronald Stone and Joan M. Stone, granting to the Bank a security interest in the beneficial interest in the Trust; and

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WHEREAS, THE Installment Note, Trust Deed, Assignment of Rents and Collateral Assignment Under Land Trust (Assignment of 100% of Beneficial Interest) are hereinafter referred to as "Loan Documents"; and

WHEREAS, the parties hereto desire to modify and amend the respective terms and provisions of the Loan Documents so as to adjust the Annual Interest Rate paid on the Principal Balance remaining unpaid as of September 20, 1992, in the amount of \$137,40.77, from 10.50% to and adjusted loan rate of 9.0% and to modify the payments called for under the Installment Note from \$1,658.10 to \$1,521.40 effective with the monthly payment due October 25. 1992; and the parties further agree the interest rate on the loan at any future date thereafter, will be at 9.0% to the maturity of the Note, which is February 20, 1995.

NOW THEIR ORE, in consideration of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the releipt of which is hereby acknowledged, it is hereby agreed as follows:

- 1. The respective provisions of the Loans Documents are hereby modified and amended so as to adjust the Annual Interest Rate paid on the Principal Balance remaining unpaid as of September 20, 1992, in the amount of \$137,412.77 from 10.50% to and adjusted loan rate of 9.0% and to modify the payments called for under the Installment Note from \$1,658.10 to \$1,521.40 effective with the monthly payment due october 20, 1992; and the parties further agree that interest rate paid on the loan at any future date thereafter, be at 9.0% to the maturity of the Note which is February 20, 1995.
- 2. Except as herein provided, each and every term and provision of the Loan Documents shall be and remain in full force and effect.
- 3. Trustee Exculpation. This Instrument is executed by HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said HARRIS TRUST AND SAVINGS BANK hereby warrants that is possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed at creating any liability on HARRIS TRUST AND SAVINGS BANK personally to pay any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder. The Trustee expressly states that it does not make any warranties nor does it indemnify in any case.

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IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed and acknowledged on the day and year first above written.

HARRIS TRUST AND SAVINGS BANK not personally but as Trustge aforesaid.

BY

(Assistant) Vice President

ATTEST:

BY:

(Assistant) Secretary

Ronald Stone

Jøan M. Stone

IN WITNESS WHEREOF, the Dank has caused the Instrument to be executed and acknowledged on the day and year first above written.

MANUFACTURYRS BANK, An Illinois

Banking Corporation

RY:

Burton J. Field

President

Attest:

DV.

James W. Ryan

Cashier

Instrument Prepared By:

Irene Ford Manufacturers Bank 1200 N. Ashland Avenue Chicago, Illinois 60622



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