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## MODIFICATION AGREEMENT (Illinois)

OFFICE OF THE CLERK OF COOK COUNTY  
11140 S. HALSTED AVENUE, CHICAGO, ILLINOIS 60628  
TELEPHONE: 312-603-1000  
FAX: 312-603-1001  
CLERK OF COOK COUNTY RECORDER

This Indenture, made this 1st day of February 1992, by and between Capitol Bank and Trust the owner of the Mortgage or Trust Deed hereinafter described, and Roberto A. Turano and Eugenia D. Turano representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

### WITNESSETH:

1. The parties hereby agree to modify the existing interest rate evidenced by the principal promissory Note or Notes of Umberto A. Turano and Eugenia D. Turano dated April 12, 1991, secured by a Mortgage or Trust Deed in the nature of a Mortgage registered/recorder April 15, 1991, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, as document No. 91169011 covering certain real estate in Cook County, Illinois described as follows:

Lot 62 in Burr Oaks Glen Unit 4, a subdivision of the East 1/2 of the North West 1/4 of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, in the village of Burr Ridge, in Cook County, Illinois.

2. The amount remaining unpaid on the indebtedness is \$297,176.17. Principal and interest payments on a monthly basis will be \$2,468.03.

3. Said remaining indebtedness of \$297,176.17 shall be paid on or before May 1, 2006 and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said Mortgage or Trust Deed as and when therein provided, as hereby modified, and to pay interest thereon

PREPARED BY: Robert O. Jones  
Vice President  
Capitol Bank and Trust  
4801 West Fullerton  
Chicago, Illinois 60639

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until May 1, 2006, at the rate of 8.5 percent per annum, and thereafter until maturity, and interest after maturity at the rate of 11.5 percent per annum, and to pay both principal and interest as provided for the Mortgage or Trust Deed hereinabove described, as the holder or holders of the said principal Note or Notes may from time to time in writing appoint, and in default of such appointment at CAPITOL BANK AND TRUST, 4801 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS.

4. If any part of said indebtedness or interest thereon is not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said Mortgage or Trust Deed, together with the ten accrued interest thereon, shall without notice, at the option of the holder or holders of said principal Note or Notes, become and be due and payable, in the same manner as if said modification had not been granted.

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5. This agreement is supplementary to said Mortgage or Trust Deed. All the provisions thereof and of the principal Note or Notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the Mortgagor in said Mortgage or Trust Deed. The provisions of this indenture shall inure to the benefit of any holder of said principal Note or Notes and interest Notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead


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Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

  
Umberto A. Turano

  
Eugenia D. Turano

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Property of Cook County Clerk's Office