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RENEWAL MODIFICATION AGREEMENT

THIS AGREEMENT made this 6th of August, 1993 by and among THE FIRST NATIONAL BANK OF LAKE FOREST. AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED FEBRUARY 25, 1969, KNOWN AS TRUST NUMBER 2968 F/B/O Mario and Nardina L. Sabatino, ("Borrower") and NBD BANK ("NBD"), A State Banking Association, Successor by merger under the laws of the U.S.A., to NBD Bank Evanston, N.A., whose address is 1603 Orrington Avenue, Evanston, Illinois 60204.

WITNESSETH:

WHEREAS, NBD has loaned ONE HUNDRED SIXTY NINE THOUSAND AND TWO HUNDRED TWENTY EIGHT and 95/100 (\$169,228.95) Dollars to The First National Bank of Lake Forest, as Trustee Under the Provisions of a Trust Agreement dated February 25, 1969, known as Trust Number 2968 F/B/O Mario and Nardina Sabatino, and the Note and Mortgage or other security instrument executed and delivered under date of March 1., 1990, which Mortgage was recorded on March 28, 1990, as Document Fumber 90137064, in the Office of the Recorder of Deeds of Cook County, Illinois, of the jurisdiction wherein the property securing the loan is located by such property being more particularly described as:

THAT PART OF LC1 24 AND LOT 23 (EXCEPT THE SOUTH WESTERLY 27.77 FEET THEREOF) TIKEN AS A SINGLE TRACT IN BLOCK 1 IN GARFIELD'S SUBDIVISION OF THAT PART OF SOUTH 1/2 OF SOUTH WEST 1/4 OF SOUTH WEST 1/4 FRACTIONAL SICTION 7. TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE AVENUE IN THE CITY OF EVANSTON, COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WIST CORNER OF SAID LOT 24, THENCE SOUTH WESTERLY ON THE WESTERLY I DIE THEREOF, 25 FEET, THENCE SOUTH EASTERLY AT RIGHT ANGLE TO SAID WESTERLY LINE OF LOT 24, 190.18 FEET TO EASTERLY LINE THEREOF, THE VCE NORTH EASTERLY 75.34 FEET TO NORTH EAST CORNER THEREOF, THE VCE WEST ON THE NORTH LINE 196.59 FEET TO PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

Commonly known as:

2157 Ridge Ave., Evanston, Illinoi, 60201 11-07-19-037

PIN:

NOW THEREFORE, for and in consideration of ONE HUNDRED SIXTY NINE THOUSAND TWO HUNDRED TWENTY EIGHT and 35/100 (\$169,228.95) Dollars and execution of the renewal Note, in Borrower and the Lender agree as follows:

WHEREAS, pursuant to the provisions of the Note, such Modification securing the same shall contain all of the terms, conditions, and provisions of the original Note except as herein amended.

- 1. The unpaid balance of the indebtedness as of the late of the Agreement is ONE HUNDRED SIXTY NINE THOUSAND TWO HUNDRED TWENTY EIGHT and 95/100 (\$169,228.95) Dollars;
- 2. The rate of the loan having been reduced from the existing 10.25%, fixed, per annum to 8.5%, fixed, per annum, for the term of the loan by this renewal modification agreement effective August 1, 1993:
- 3. Notwithstanding any provisions of the note which may be or appear to be to the contary, from and after the date of this Agreement and continuing until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the monthly payment by Borrower under the Note shall be ONE THOUSAND FOUR HUNDRED TWENTY EIGHT and 25/100 (\$1,428.25) Dollars with the first payment being due August 15, 1993;
- 4. On one business day's notice, the Borrower may prepay all or any part of the outstanding principal balance of the note, provided that it pays an additional amount equal to the Current Value of (1) the interest that would have accrued on the amount prepaid at the Note Rate, minus (ii) the interest that would accrue

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Renewal Modification Agreement Account/Note#: 8331035-0172080

August 6, 1993

on the amount prepaid at the Treasury Rate. In both cases, interest will be calculated from the prepayment date to the maturity date of the installment being prepaid. "Treasury Rate" shall mean the average yield to maturity, expressed on a bond equivalent basis, which two United States government securities dealers estimate to be the highest yield available for Equivalent Securities. "Equivalent" means that the Security is in an amount and has a maturity reasonable equal to the installment prepaid. "Securities" are United States Treasury Bonds, Notes or Bills, as appropriate. The holder's determination of "Equivalent" and its selection of the dealers shall be final. "Current Value" means the value of the interest on the date of determination discounted at Treasury All prepayments shall Rate. be installments of principal in the inverse order of maturity, and no prepayments shall reduce the dollar amount of fixed principal installments required to be paid, until this note is paid in full.

Only the Pricing, Monthly Installment, and Prepayment Penalty have been changed by this Renewal Modification Agreement.

This Renaval Modification Agreement is supplementary to said Mortgage. All cre provisions thereof and of the Note or Notes, including the right to declare principal and accrued interest due Mortgage. for any cause specified in said Mortgage or Notes, shall remain in full force and effect except as herein expressly modified. The Borrower agrees to reform all the covenants of the Borrower in said Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of said Note or Notes and shall bind the heirs, personal representatives and assigns of the Borrower.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by cheir duly authorized representatives as of the day and year first written above.

BORROWER: NORTHERN TRUST BANK/LAKE FOR ST Formerly Known as
THE FIRST NATIONAL BANK OF LAKE COREST, AS TRUSTEE UNDER THE
PROVISIONS OF A TRUST AGREEMENT DATLO FEBRUARY 25, 1969, KNOWN AS F/B/O MARIO AND NARTINA SABATINO

Exoneration prevision restricting any liability

of the Northern Trust Bank/Lake Forest either stamped on the reverse side hereof or attached

) frica

hereto, is incorporated herein.

SECOND WILE PRESIDENT

OFFIC

NBD BANK:

Attest

MUSIU Fisher Mark A.

Its: Commercial Banking Officer

Attest:

By: Mary Pat Kerrigan

Its: Vice President

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, convenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, convenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, convenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable ogainst Northern Trust Bank/Lake Forest or any of the beneficiaries under said Trust Agreement, on account of this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

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P. 3 UNOFFICIAL COPY OF Renewal Modification Agreement P. 3

Account/Note#: 8331035-0172080

August 6, 1993

STATE OF ILLINOIS) SS COUNTY OF COOK

I, <u>Jill Hosman</u>, a Notary Public in and for said County and State, do hereby certify that the above named <u>Mark A. Fisher</u>, Commercial Banking Officer and <u>Mary Pat Kerrigan</u>, Vice President, of NBD BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Commercial Banking Officer and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the ree and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN ander my hand and official seal, this AUGUST , 1993.

Publi

Mail to: NBD Bank

1603 Orringto' Avenue Evanston, II 60204-0552 Attn: Mark A. /isher

OFFICIAL SEAL JILL HOSMAN Notary Public, State of Illinois My Commission Expires 1-27-96

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