#### LOAN MODIFICATION AGREEMENT

Loan No. 11-020652-4

WHEREAS FIRST FEDERAL BANK FOR SAVINGS, FORMERLY KNOWN AS, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES PLAINES ("Lender"), whose address is 749 Lee Street, Des Plaines, IL, loaned to Donald Churchill and Kaleen Churchill, 513 N. Elm St., Mt. Prospect, IL 60056 ("Borrower" and collectively known as "Parties") the sum of Seventy five thousand five hundred and 00/100 Dollars (\$75,500.00), secured by the real estate described in Exhibit A attached and made a part hereof, and evidenced by a Note and Mortgage executed and delivered on, June 8, 1987, which mortgage was duly recorded on June 9, 1987 as Document Number 3624147, in the Office of the Cook County Registrar of Titles, and which Note and Mortgage are hereby incorporated herein as a part of this instrument, and;

WHERE/IS, the Borrower has requested that certain modifications be made in the Note and Mortgage, and:

WHEREAS, Pornower represents to Lender that there are no encumbrances evidencing other indebtedness other subsequent liens (second mortgages) now outstanding against the mortgaged premises, except those he'd by Lender, and the lien of the Lender's Mortgage, as modified, is a valid lien, and;

WHEREAS, the Borrower has requested certain modifications of the said Note and Mortgage: THEREFORE, for good and valuable consideration, the parties do mutually agree that the Note and Mortgage are modified as follows:

Interest Rate: The interest rate of the Note is changed to 6.625% per annum, said rate change to take effect on the 1st day of November 1993. This rate shall remain fixed throughout the remaining term of the loan.

Principal Balance: The unpaid balance of the nrite including any financed points is Sixty eight thousand four hundred eighteed and 48/100 Dol'ars (\$68,418.48). In consideration of this loan modification agreement, discount points in the angust of \$0.00 were paid.

Maturity Date: The maturity date of the note is modified by this agreement. The maturity date is November 1, 2008.

Principal & Interest Payment: Borrower agrees to pay principal balance with interest at the above stated rate in monthly payments of Six hundred and 71/100 Dulla's (\$600.71).

Payment Due Date: The above payment amount shall be due monthly beginning on the 1st day of December 1993 and on the 1st of each month thereafter until above Note is fully paid, but no later than November 1, 2008.

Borrower covenants and agrees to pay the balance of the indebtedness evidenced of the Note and secured by the Mortgage as modified, and to perform the covenants contained in the Mortgage. Borrower further agrees that the prepayment privilege now in effect shall remain in this force and effect. Borrower represents to Lender that there is no second mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by the Lender, except as otherwise disclosed in this Agreement, and that the lien of the Mortgage is a valid, first and subsisting lien on the Mortgaged Premises.

The parties acknowledge and agree that no liability whatsoever is admitted on the part of any party, except Borrower's indebtedness to Lender under the Note and Mortgage, and that all agreements and understandings between Borrower and Lender are expressed and embodied in the Note and Mortgage, as modified by this Agreement.

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Nothing contained in this Agreement shall in any manner impair the Note and Mortgage, as modified, or the first lien created, or any other documents executed by Borrower in connection with the modification, or alter, waive, vary, or affect any promise, agreement, covenant, or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Lender under any of the foregoing documents. Except as otherwise provided, all terms and provisions of the Note, Mortgage, and other instruments and documents executed in connection with the mortgage loan shall remain in full force and effect and shall be binding on the parties, their successors, and assigns.

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THIS INSTRUMENT WAS PREPARED BY FIRST FEDERAL BANK FOR SAVINGS, 749 LEE STREET,
DES PLAINES, ILLINOIS 60016

Property of Cook County Clark's Office

#### **EXHIBIT A**

Legal Description Rider

Loan No. 11-020652-4

Lot Two Hundred Thirty Hight-----(238) In M. Roy Berry Co's Castle Heights, being a Subdivision of the Borth Half (%) of the Southeast Quarter (%) of the Morthwest Quarter (%) and the Southeast Quarter (%) of Section 34, Township 42 North, Range 11, East of the Third Principal Meridian. 11, East of the Third Principal Meridian.

Commonly known as 513 N. Elm St., Mt. Prospect, Til 20056. 

Permanent Index Number: 03-34-205-006 🗸

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