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THIS INSTRUMENT PREPARED BY:

Zephyr A. Henderson
AUSTIN BANK OF CHICAGO
5645 W. LAKE STREET
CHICAGO, ILLINOIS 60644



RECORDING \$27.50
TRAN 4693 11/01/93 14140100

FIXED RATE NOTE AND MORTGAGE MODIFICATION AGREEMENT
COOK COUNTY RECORDER

THIS FIXED RATE NOTE AND MORTGAGE FIRST MODIFICATION AGREEMENT (THE "AGREEMENT") IS MADE AS OF THE 1ST DAY OF AUGUST, 1993, BY AND BETWEEN JAMES A. WOODS AND MARIE WOODS HIS WIFE; (BORROWERS) AND AUSTIN BANK OF CHICAGO ("LENDER").

WITNESSETH:

WHEREAS, AUSTIN BANK OF CHICAGO HAS LOANED SIXTY THREE THOUSAND DOLLARS AND NO/100 (\$ 63,000.00) TO BORROWERS ("THE LOAN"); AND

WHEREAS, THE LOAN IS EVIDENCED BY A NOTE DATED JULY 20, 1988 MADE BY BORROWERS IN THE PRINCIPAL AMOUNT OF SIXTY THREE THOUSAND DOLLARS AND 00/100 (\$63,000.00) (THE "NOTE") AND

WHEREAS, IN ADDITION TO OTHER COLLATERAL THE NOTE IS SECURED BY A MORTGAGE DATED JULY 20, 1988, MADE BY BORROWERS TO AUSTIN BANK OF CHICAGO AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 28345606 (THE "MORTGAGE"), WHICH MORTGAGE ENCUMBERS THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO (THE "PROPERTY"); AND

WHEREAS, THE BORROWERS HAVE REQUESTED AND AUSTIN BANK OF CHICAGO HAS AGREED TO MODIFY THE TERMS AND CONDITIONS OF THE NOTE AND MORTGAGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN CONTAINED;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, BORROWERS AND AUSTIN BANK OF CHICAGO AGREE AS FOLLOWS:

1. THE DATE "AUGUST 1, 1993" (THE "ORIGINAL" MATURITY DATE") WHENEVER IT APPEARS IN THE NOTE AND THE MORTGAGE IS HEREBY DELETED AND "AUGUST 1, 1998" (THE "NEW MATURITY DATE") IS SUBSTITUTED THEREFORE, THEREBY EXTENDING THE MATURITY DATE OF THE NOTE TO THE NEW MATURITY DATE.

2. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE NOTE SHALL BEAR INTEREST AT AN ANNUAL RATE OF NINE AND ONE HALF PERCENT (9.50%); PROVIDED, HOWEVER THAT ANY PAYMENT OF PRINCIPAL AND INTEREST WHICH IS NOT PAID WHEN DUE, WHETHER BY ACCELERATION OR OTHERWISE, SHALL BEAR INTEREST AT AN ANNUAL RATE OF NINE AND ONE HALF PERCENT (9.50%).

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3. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, 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 OF PRINCIPAL AND INTEREST TO BE PAID BY BORROWERS UNDER THE NOTE SHALL BE SIX HUNDRED NINETY SEVEN AND 86/100 (\$697.86) WITH THE FIRST SUCH PAYMENT BEING DUE SEPTEMBER 1, 1993.

4. THE BORROWER HEREBY ACKNOWLEDGES THAT, AS OF THE DATE OF THIS AGREEMENT, THE OUTSTANDING PRINCIPAL BALANCE OWED UNDER THE NOTE IS FIFTY THREE THOUSAND NINE HUNDRED THIRTY-ONE AND 32/100 (\$53,931.32) AND THE OUTSTANDING INTEREST OWED UNDER THE NOTE WHICH IS DUE AS OF THE DATE OF THIS AGREEMENT IS NONE
(\$ 0)

5. AS USED IN THE NOTE AND MORTGAGE, THE TERMS "NOTE" AND "MORTGAGE" SHALL MEAN AND INCLUDE EACH OF SAID INSTRUMENTS, RESPECTIVELY AS SUPPLEMENTED AND MODIFIED BY THIS AGREEMENT.

6. EXCEPT AS EXPRESSLY SUPPLEMENTED AND MODIFIED HEREBY, THE TERMS AND PROVISIONS OF THE NOTE AND OF THE MORTGAGE CONTINUED IN FULL FORCE AND EFFECT AND EACH IS HEREBY RATIFIED, ADOPTED AND CONFIRMED.

7. IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN IT IS SOLD OR TRANSFERRED (OR IF A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED AND BORROWER IS NOT A NATURAL PERSON) WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY, ITS OPTION, REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT.

8. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED OR CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

BORROWERS:

James A. Woods
James A. Woods
Maria Woods
Maria Woods

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LENDER

AUSTIN BANK OF CHICAGO

BY: [Signature]

IT'S: Real Estate Officer

ATTEST: [Signature]
BY: [Signature]
IT'S: town officer

STATE OF ILLINOIS

COUNTY OF COOK



I, Valerie Hughes, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT James M. Woods and Marie Wood PERSONALLY KNOWN TO ME TO BE THE SAME PERSON (S) WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT they SIGNED AND DELIVERED SAID INSTRUMENT AS their FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 11th DAY OF September 19 93.

MODLOAN. ZAH

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EXHIBIT A

LOT 46 IN SOUTH HAMBERG SUBDIVISION OF LOTS 82, 83, 84 AND
PART LOT 77 LYING WEST OF 53RD AVENUE IN SCHOOL TRUSTEE
SUBDIVISION SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 5254 W. HARRISON STREET
CHICAGO, ILLINOIS

PIN #: 16-16-122-015-0000

WOODS. ZAH

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