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FIRST SUPPLEMENTAL MORTGAGE

BETWEER

EDWARD A. NOHA AND SHARON E. NOHA,

AS MORTGAGOR

AND

THE EDWARD J. NOHA SELF DECLARATION OF TRUST DATED APRIL 29, 1991,

AS MORTGAGEE

DATED AS OF CCCOBER 31, 1993

NG AND AMENDIAG DATED AS OF MARCH 30, 1992 SUPPLEMENTING AND AMENDING THAT CERTAIN MORTGAGE

This instrument was prepared by and upon recording should be returned to:

Robert M. Mann CNA Plaza - 43 South 333 South Wabash Chicago, Illinois 60685

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This is a PIRST SUPPLEMENTAL MORTGAGE dated as of October 31, 1993 (the "First Supplemental Mortgage") between Edward A. Noha and Sharon E. Noha ("Borrower"), as mortgager, and the Edward J. Noha Self Declaration of Trust dated April 29, 1991, c/o Judith M. Pieper, Vice President, First National Bank of Chicago, Three First National Plaza, Chicago, Illinois 60670-0486 ("Lender"), as mortgagee, supplementing and amending that certain Mortgage dated as of March 30, 1992 (the "Original Mortgage") between the Borrower and the Lender. The Original Mortgage has been duly recorded in the Office of the Recorder of Deeds of Cook County, Olinois, on April 1, 1992, as Document No. 92216190, and creates and secures a first mortgage lien upon certain real property and improvements more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

WHEREAS, Boriower and Lender desire to supplement and amend the Original Mortgage, as more fully provided hereinbelow; and

WHEREAS, all requirements and conditions prescribed by law in order for this First Supplemental Mortgage to be a binding and legal instrument have been satisfied and fulfilled and the execution and delivery of this First Supplemental Mortgage have been duly authorized.

NOW, THEREPORE, THIS PIRST SUPPLEMENTAL MORTGAGE WITNESSETH:

- 1. The terms used in this First Supplemental Mortgage, unless otherwise provided and unless the context requires otherwise, shall have the same meanings as set forth in the Original Mortgage
- 2. Effective as of November 1, 193), the "Note," as that term is defined and/or described in the Original Mortgage, shall mean the Note as amended and supplemented by that certain First Supplement To Fixed Rate Note made and executed by Lender and Borrower and dated as of October 31, 1993 (the "First Note Supplement"). A true and correct copy of the First Note Supplement is attached hereto as Exhibit "B" and incorporated herein by reference.
- 3. Except as supplemented or amended by this First Supplemental Mortgage, the covenants, agreements and terms of the Original Mortgage are and continue to be in full force and effect.

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- 4. In all respects not inconsistent with the terms and provisions of this First Supplemental Mortgage, the Original Mortgage is hereby ratified, approved and confirmed. In executing and delivering this Pirst Supplemental Mortgage, Lender shall be entitled to all the privileges and immunities afforded to Lender under the Original Mortgage. It is understood and agreed that Lender is and shall be subrogated to the rights of the Lender under the Original Mortgage, and does and shall have the benefit of the priority of the same.
- o. This First Supplemental Mortgage shall be governed exclusively by the applicable laws of the State of Illinois.
- 6. If any one or more of the covenants or agreements provided in this First Supplemental Mortgage on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this First Supplemental Mortgage.
- 7. This First Supplemental Mortgage may be executed in several counterparts, all or any part of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, Borrower and Lender have caused this First Supplemental Mortgage to be made, executed and delivered, effective as of the date and day above written.

Edward A. Noha

Sharon E. Noha

Edward J. Noha Self Declaration of Trust Dated April 29, 1991

By: Offin 121 S

Trustee

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I (the undersigned) a Notary Public in and for said county and state, do hereby certify that Edward J. Noha an Trustee under the Edward J. Noha Self Declaration of Trust Dated April 29, 1991 appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing instrument, has executed same, and acknowledged said instrument to his free and voluntary act and deed and that he executed said instrument for the purpose and uses therein set forth.

Witness my hand and official seal this 3/54 day of

My Commission Expires:

"OFFICIAL SEAL"
Mary A. Ribikawskis

Notary Public, State of Illinois > My Commission Expires 5/22/94 >

Notary Public

This Instrument was prepared by Robert M. Mann, CNA Plaza, Chicago, Illinois 60685.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I (the undersigned) a Notary Public in and for said county and state, do hereby certify that Edward A. Noha and Sharon E. Noha, personally appeared before me and are known or proved to me to be the persons who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to their free and voluntary act and deed and that they executed said instrument for the purpose and uses therein set forth.

Witness my hand and official seal this 3/54 day of

My Commission Expires:

AAAAAAA

"OFFICIAL SEAL"

Mary A. Ribikawskis

Notary Public, State of Illinois

My Commission Expires 5/22/94

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Notary Public

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LOT 9 IN ROYAL CARS SUBDIVISION UNIT NO. 1 A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 42 MORTH, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS / WHICH HAS AN ADDRESS OF 2713 ILLINOIS ROAD, NORTHBROOK. ILLIADIS 60062 ("PROPERTY ADDRESS");

04 39 318 002 0000

TOGETHER MITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water rights and stock and all flatures now or hereafter a part of the property. DEPT TRACTURE CONTROL All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

DEPT-01 \$41.1 T34444 TRAN 8962 11/01/93 14:50:00 177 † *-93-880701 COOK COUNTY RECORDER

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1000 TO 100

PROPERTY ADDRESS: 2713 ILLINOIS ROAD, NORTHBROOK, ILLINOIS 60062

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WEEREAS, on or about March 30, 1992, Edward A. Noha and Sharon E. Noha, as Borrowers, made, executed and gave to the Edward J. Noha Self Declaration of Trust Dated April 29, 1991, c/o Judith M. Pieper, Vice President, First National Bank of Chicago, Three First National Plaza, Chicago, Illinois 60670-0486, as Lender and Note Holder, that certain Fixed Rate Note dated March 30, 1992 (the "Original Note"); and

WHEREAS, the Original Note, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is secured by that certain Mortgage of even date therewith given by Borrowers to Lender, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 1, 1992 as Document No. 92216190; and

WHEREAS, Borrowers and Lender wish to amend and supplement the Original Note as more fully provided hereinafter.

- NOW, THEREPORE. on account of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
- (1) Effective as of November 1, 1993, and beginning with the payment due under the Criginal Note on that date, the following changes are hereby made in the Original Note:
- (a) The yearly rate of interest provided for in Paragraph 2 of the Original Note is changed from "7.36%" to "5.69%."
- (b) The monthly payment provided in Subset (B) of Paragraph 3 of the Original Note is changed from "One Thousand One Hundred Thirty-one and 69/100 Dollars (U.S. \$1,131.69) to "One Thousand Twenty-Seven and 48/100 Dollars (2.5.\$1,027.48)."
- Except as otherwise expressly set forth in this First Supplement to Fixed Rate Note, the terms and conditions of the Original Note remain in full force and effect.

IN WITNESS WHEREOF, Borrowers and Lender have caused this First Supplement to Fixed Rate Note to be made, executed and delivered, effective as of the date and day first above written.

EXHIBIT "B"

Edward A. Noha, Borrower Social Security No. 332-48-2984

Sharon E. Noha, Borrower Social Security No. 327-40-6716

Edward J. Noha Self Declaration of Trust Dated April 29, 1991

By: Edward J. Noha. 9918417

FIXED RATE NOTE

March 30, 1992

Chicago, Illinois

PROPERTY ADDRESS; 2713 ILLINOIS ROAD, NORTHBROOK, ILLINOIS 60062

1. BORROWERS'S PROMISE TO PAY

In return for a loan that we have received, we promise to pay One Hundred Twenty-three Thousand One Hundred Thirty-three and 95/100 Dollars (U.S. \$123,133.95) (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is the fdward J. Noha Self Declaration of Trust Dated April 29, 1991, c/o Judith M. Pieper, Vice President. First National Bank of Chicago, Three First National Plaza, Chicago, Illinois 60670-0486. We understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. We will pay interest at a yearly rate of 7.36%.

The interest rate required by this Section 2 is the rate we will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

We will pay principal and interest by making payments every month.

We will make our monthly payments on the first day of each month beginning on May 1, 1992. We will make these payments every month until we have paid all of the principal and interest and any other charges described below that we may owe under this Note. Our monthly payments will be applied to interest before principal. If, on April 1, 2007, we still owe amounts under this Note, we will pay those amounts in full on that date, which is called the "Maturity Date."

We will make our monthly payments at the First Mational Bank of Chicago, c/o American Mational Bank, 33 Worth LaSalle Street, Income Collections Division #219, Chicago, Illinois 60690, Attn: Account #90509-00-1, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

Our monthly payment will be in the amount of One Thousand One Hundred Thirty-one and 69/100 Dollars (U.S. \$1,131.69). This monthly payment amount will not change, except in the event of a default.

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4. BORRGWER'S RIGHT TO PREPAY

We have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When we make a prepayment, we will tell the Note Holder in writing that we are doing so.

We may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of our prepayments to reduce the amount of principal that we owe under this Note. If we make a partial prepayment, there will be no changes in the due date or in the amount of our monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from us which exceeded permitted limits will be refunded to us. The Note Holder may choose to make this refund by reducing the principal we owe under this Note or by making a direct payment to us. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue rayments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, we will pay a late charge to the Note Holder. The amount of the charge will be one percent (1%) of our overdue payment of principal and interest. We will pay this lare charge promptly but only once on each late payment.

(B) Default

If we do not pay the full amount of each monthly payment on the date it is due, we will be in default.

(C) Notice of Default

If we are in default, the Note Holder may send us a written notice telling us that if we do not pay the overdue arount by a certain date, the Note Holder may require us to pay immediately the full amount of principal which has not been paid and all the interest that we owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to us.

(D) No Waiver By Mote Holder

Even if, at a time when we are in default, the Note Holder does not require us to pay immediately in full as described above, the Note Holder will still have the right to do so if we are in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required us to pay immediately in full as described above, the Note Holder will have the right to be paid

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back by us for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to us under this Note will be given by delivering it or by mailing it by first class mail to us at the Property Address above or at a different address if we give the Note Holder a written notice of our different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 1 above or at a different address if we are given a written notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these trings. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

We and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the lote Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a version of a uniform instrument with limited variations. In addition to the protections given to the Note Holder under this Note, a Mortgage or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if we do not keep the promises which we make in this Note. That Security Instrument describes how and under what conditions we may be required to make immediate payment in full of all amounts we owe under this Note. Some (but not all) of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrowers. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrowers is sold or transferred and Borrowers are not natural persons) without Lender's prior written consent, Lender may, at its option, require immediate payment in full

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of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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If Lender exercises this option, Lender shall give Borrowers notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrowers must pay all sums secured by this Security Instrument. If Borrowers fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further motice or demand on Borrowers.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED.

Edward A. Noha, Borrower

Social Security Number:

332-48-2984

(Seal)

Sharon F. Noha, Borrower

Social Security Number: 327-40-6716

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