MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 1992 by and between, Gary V. Geisler married to Rosalie & Reid J. Geisler a bachelor never married and James T. Amis a bachelor never married Jointly whose address is 1172 Dresden, Hoffman Estates, II. (whether one or more, and if more than one, jointly and severally being hereinafter referred to as the "Borrowers" and CLD KENT BANK, an Illinois Banking Association maintaining its principal office at 105 South York Street, Elmburst, Illinois 60126, said bank together with its successors and assigns, including each and every holder from time to time of the note (as hereinafter defined) being hereinafter referred to as the "Mortgagee";

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WITHESSETH

WHEREAS, the Mortgagee has heretofore loaned the Borrowers the principal sum of One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) which loan is evidence by a promissory note being hereinafter referred to as the "Note", dated as of June 1, 1989 executed by Borrowers and payable to the order of the Mortgages, with final payment due on July 1, 1992.

WHEREAS, the Note is secured by a mortgage of even date therewith being hereinafter referred as to the "Mortgage" executed by the Borrower creating a lien on certain real property located in Cook County, Illinois and legally described on Exhibit A attached hereto, which Mortgage was recorded with the Recorder of Deeds for said county on June 15, 1989 as document number 89272131 and,

WHEREAS, the Borrowers and the Mortgagee desire to modify the terms for the payment of the Note as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the Mortgagee do hereby agree as follows:

1. The principal indebtedness evidenced by the Note presently outstanding is One Hundred Twelve Thousand Nine Hundred Sixty-Six and 88/100 Dollars (\$112,966.88) which shall be paid as follows:

Principal and interest shall be paid in installments commencing August 1, 1992 and on the first day of each month thereafter until November 1, 1994, at which time the remaining balance of principal and interest shall be paid in full.

Effective July 1, 1992 each installment shall be paid in an amount equal to the greater of \$1,570.76 or the amount of unpaid interest accrued to the date of payment of the installment bearing an interest rate of 12.50% through November 1, 1992.

Effective December 1, 1992 each installment shall be paid in an amount equal to the greater of \$1,295.00 or the amount of unpaid interest accrued to the date of payment of the installment bearing an interest rate of 9.00% until maturity and 14.00% after maturity.

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- 2. All referenced in the Mortgage to the Note shall refer to the Note as herein modified.
- 3. All references in the Note to the Mortgage shall refer to the Mortgage as herein modified.
- 4. Environmental Warranties and Agreements. Mortgagor warrants and represents to, and egrees with, Eank as follows:

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- (a) The premises, and all operations and activites thereon, are and shall continue to be in compliance with all environmental laws, and the premises are not and shall not become (i) contaminated by, or the site of the disposal or release of, and hazardous substance, (ii) the source of any contamination, by any hazardous substance, of any adjacent property or of any groundwater or surface water, or (iii) the source of any air emission in excess of any legal limit now or hereafter in effect; and, except all expressly disclosed by Mortgagor to Bank in writing, no asbestos or polychloria med biphenyls are present or contained in or on the premises.
- (b) Mortgagor shall take all actions nacessary to investigate, clean up, and sliminate the source of, any past, present of future contamination of the premises by any hazardous substance and to prevent any additional contamination of the premises. The taking of action by Mortgagor under this subparagraph (b) shall not limit any other right or remedy available to Bank by reason of any such contamination (including Bank's right to accelerate payment of the Indebtedness).
- (c) For purposes of this Mortgage, (i) "environmental law" means any past, present or future federal, state, local or foreign law, ordinance, rule, regulation or order that regulates or is intended to protect public health of the environment or that establishes liability for the investigation, removal or clear—p. of, or damage caused by any environmental contamination, including, without limitation, any law, ordinance, rule, regulation or order that regulates or prescribe, requirements for air quality, water quality, or the disposition, transportation or management of waste materials or toxic substances; (ii) "hazardous substance" means any product or waste that is now or hareafter regulated by or subject to any environmental law and any other hazardous substance, pollutant, contaminant or waste, including, without limitation, asbestos and polychlorinated biphenyls; and (iii) property shall be considered to be "contaminated" by a hazardous substance if a hazardous substance is present on or in the property in any amount of level.
- 5. The Borrowers hereby restate and reaffirm each and every representation, warrant, covenant and agreement contained in the note and the Mortgage as fully as if such representations, waranties, covenants and agreements were set forth herein.

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- 6. Except as hereinabove and modified and amended, the Note and Mortgage and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for indebtedness described therein. Without limiting the generality of the foregoing, all provisions of the Note and Morrgage, as respectively amended herein, relating to the defaults in payment of principal, interest or other amounts, with respect to other defaults with respect to obligations of the Borrowers, and with respect to remedies of the Bank, shall continue to be as provided in the Note and the Mortgage, as asended herain, without change or modification.
- 7. It is the express intention and agreement of the parties hereto that neither the modification of the Note and Mortgage or any extention of the maturity or terms thereof is provided aforesaid is intended nor shall be contrued as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note and the Mortgage, or any guaranty thereof. The execution of this Agreement by the Mortgagee shall not be deemed to be a waiver of its rights under any sther agreement, note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Mortgagee in exercising only right nor shall operate as a waiver of such right or any other rights. A waiver and revocation shall not be contrued as a bar or waiver of any right or receip on any future occasion. All of the Mortgages's rights and remedies whether evidenced by the Mortgage hereby or by any other agreement, guaranty, moregize, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition . to all other rights and remadies granted to the Mortgages at law or in equity and may be exercised from time to time as often as deemed expedient by the Morrgagee. The obligations of the Borrovers hardunder shall be joint and several.

IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their bands and seals as of the IST day of JULY , 1992.

THIS INSTRUMENT WAS PREPARED BY CLIFF SCOTT-RUDNICK

OLD KENT BANK 105 SOUTH YORK STREET

ELMHURST, ILLINOIS 60126

MCRTGAGEE:

BURROWERS:

OLD KENT BANK

MARK VAN DAHM

ita: CORPORATE BANKING OFFICER

EXHIBIT "A"

LOT 4 IN GREY CLIPPE ESTATES, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 9, 1988 AS DOCUMENT NO. 88412586, IN COOK COUNTY, ILLINOIS.

P.I.N.#01-73-462-010

COMMON APPRESS: LOT 4 DE VEAUX COURT

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State of Illinois County of))
County of) SS.
county of	
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I,	. a Notary Public in and for east County
in the State aforesaid,	do hereby certify that
	ofand
	are personally known to me to be the same
terrone whose name are	subscribed to the foregoing instrument as such
and	respectively, appeared before
me cars day in person and	acknowledges that they signed and delivered the said
instrument as their	own iree and voluntary act of said
set forth.	as aforesaid, for the uses and purposes therein
	and Notatial Seal this day of,
19 . ().	
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C /x	Notary Public
Store of Tilliania	,
State of Illinois County of Dullay	O'ss.
County of Dullay	
I, the undersigned	. a Notary Public in and for said County in reby sercity that INFK (Or) Dakes
the state aloresaid, do he	or Old Kent Bank , who is personally
known to se to be the se	me person whose name is subscribed to the foregoing
instrument as such	Core pankin Theen , appeared before me this
day in person and acknowle	dged that (he) (and) signed and delivered the said
	own free and voluntary act of said bank as foresaid,
for the uses and purposes	own free and voluntary act of said bank as foresaid, therein set forth; and the said (B)
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