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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 30th day of December of 1992, by and between Charles Clair, (hereinafter called "Mortgagor") and North Community Bank, an Illinois Banking Corporation, with an office at 3639 North Broadway, Chicago, Illinois 60613 (hereinafter called "Mortgagee").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On October 30, 1989 for full value received, Charles Clair, executed and delivered to Mortgagee a Promissory Note in the principal amount of THIRTY THOUSAND DOLLARS AND 00/100 ($30,000.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Mortgage (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Mortgage (hereinafter called the "Mortgage"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Trust Deed was recorded on November 09, 1989, as Document No. 89534168 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

Lot 38 in Block 4 in Clybourn Avenue addition to Lakeview and Chicago, being a Subdivision of the West ½ of the North West ¼ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-30-109-007
Property Address: 3018 N. Oakley, Chicago, IL

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of December 30, 1992 is $26,348.91

D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lien holder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

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NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. **The MATURITY DATE of the loan will be extended FROM OCTOBER 30, 1992 TO OCTOBER 30, 1993.**

In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortaged, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed to Mortgagee, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

This instrument is executed by Mortgagor, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforcible against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, the Mortgage so modified or the Note secured thereby, and its liability as Mortgage shall be limited to and enforcible only out of the property described in this Mortgage, by enforcement of the lien hereof, and no duty shall rest upon Mortgagor to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind the Mortgagor, as of the day and year first above written.

NORTH COMMUNITY BANK, Mortgagee:

Attest:

Its Vice President
MARILYN TZAKIS

Its Executive Vice President
SCOTT M. YELVINGTON

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Elizabeth A. Dolan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Scott M. Yelvington and Marilyn Tzakis, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Executive Vice President and Vice President of NORTH COMMUNITY BANK, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 30th day of December, 1992.

Notary Public

"OFFICIAL SEAL"
ELIZABETH ANN DOLAN
Notary Public, State of Illinois
My Commission Expires May 27, 1996

Prepared by/Mail To:

North Community Bank
3639 N. Broadway
Chicago, IL 60613

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind the Mortgagor, as of the day and year first above written.

Charles Clair

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Elizabeth A. Dolan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Charles Clair, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of December, 1992.

Notary Public

"OFFICIAL SEAL"
ELIZABETH ANN DOLAN
Notary Public, State of Illinois
My Commission Expires May 27, 1996

Prepared by/Mail To:

North Community Bank
3639 N. Broadway
Chicago, IL 60613

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