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MODIFICATION AGREEMENT

30152

This Agreement ("this Agreement"), dated as of August 20, 1992, is among (between) Mark A. Kowalski & Dolores & Norman Kowalski [individuals], and NORTHERN TRUST BANK/O'HARE N.A. ("Bank").

WITNESSETH

WHEREAS, the Borrower (or one or more of the persons and entities constituting the Borrower) executed and delivered to the Bank a Note (the "Note") in the original principal amount of \$ 100,800.00, dated September 25, 1989, now reduced by payments to a current principal balance of \$ 99,055.68 [IF NOT REDUCED, PUT IN ORIGINAL BALANCE], being originally payable in monthly installments of ~~interest and~~ principal and interest combined [CROSS OUT INAPPLICABLE PORTION] of \$ 884.59 each, with a final payment of all principal and accrued interest being due and payable on October 1, 2013; interest through such original scheduled maturity date was payable at the rate of 10.00% per annum;

WHEREAS, the Borrower (or one or more of the persons and entities constituting the Borrower) executed and delivered to the Bank a Mortgage (the "Mortgage") dated September 25, 1989 securing the Note and other amounts as provided therein and conveying and mortgaging real estate located in COOK County, State of Illinois, legally described on Exhibit A attached hereto, all or part of which is commonly known as 1489 White Street, Des Plaines, IL 60018, together with related improvements, fixtures and other property, as described therein (such real estate and other property, the "Property"); the Mortgage being recorded in the Recorder's/Registrar's Office of such County and State on September 26, 1989 as Document Number 89-453-841;

WHEREAS, the Bank represents that it is the owner and holder of the Note;

WHEREAS, the Mortgage represents a first/~~second~~ [CROSS OUT INAPPLICABLE PORTION] lien on the Property;

WHEREAS, the Borrower represents and warrants that it is the owner of the Property free and clear of all liens and encumbrances other than any liens for real estate taxes not yet

COOK COUNTY, ILLINOIS
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due, and any liens in favor of the Bank, including a first mortgage on the Property in favor of Bank with a balance of \$ 99,055.68;

WHEREAS, at the request of the Borrower, the Bank is willing to amend the Note as provided below, and the parties wish to affirm that the Note as so amended is secured by the lien of the Mortgage and to confirm that all references to the Note and underlying indebtedness in the Mortgage shall henceforth stand as reference to the Note and underlying indebtedness as hereby amended:

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follow:

1. The (new) scheduled maturity date of the Note shall be August 1, 2007, the (new) interest rate on the Note shall be 7.250 % per year and the (new) principal of the Note shall be \$ 99,055.68, being payable in monthly installments of interest and principal combined of \$ 904.24 each on the 1st day of each month, with a final payment of all principal and interest being due and payable on August 1, 2007. As a precondition to the effectiveness of this Agreement, the Borrower shall pay all accrued but unpaid interest on the Note through the date of this Agreement.
2. The Bank agrees on behalf of itself and of any subsequent holder to mark the Note so as to reflect the terms of this Agreement before transferring or negotiating the same.
3. The Borrower agrees and confirms that the lien of the Mortgages shall secure the Note as hereby amended to the same extent as if the Note as amended were set forth and described in the Mortgage.
4. All of the terms and conditions of the Note and the Mortgage including without limitation the release and waiver of homestead rights (which the Borrower hereby confirms is effective as to the Note and Mortgage as hereby modified), shall stand and remain unchanged and in full force and effect and shall be binding upon them except as and if expressly modified by this Agreement.
5. This Agreement shall be governed by the internal laws of the State of Illinois, shall bind the parties and their respective heirs, personal representatives, executors, successors, and assigns. IF TWO OR MORE PERSONS OR ENTITIES COMPRISE THE BORROWER, THEIR OBLIGATIONS HEREUNDER ARE JOINT AND SEVERAL.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

Attest:

BORROWER

Assistant Secretary

as trustee as aforesaid

By: _____

Its: _____

- x Mark A. Kowalski
Mark A. Kowalski
- x Dolores Kowalski
Dolores Kowalski
- x Norman Kowalski
Norman Kowalski

Attest:

Assistant Secretary

NORTHERN TRUST BANK/O'HARE N.A.

By: _____

Its: Senior Vice President

STATE OF ILLINOIS)
COUNTY OF Cook)^{SS}

I, PATTIE CHEOP, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARKA KOWALSKI - DOLORES KOWALSKI + NORMAN KOWALSKI personally appeared before me and acknowledged that ~~she~~ [they] executed and delivered the foregoing instrument as his(her)[their]their free and voluntary act for the use and purposes therein set forth.

Given under my hand and notarial seal this 20th day of August, 1987.

(SEAL)

My Commission Expires:

Pattie Cheop
Notary Public

OFFICIAL SEAL
PATTIE CHEOP
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 8-20-93

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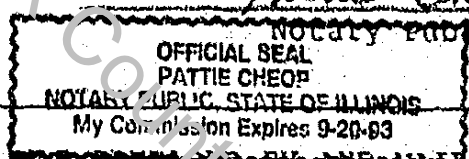
STATE OF ILLINOIS)
COUNTY OF Cook)^{ss}

I, PATTIE CHEOP a Notary Public in and for said County, in the State aforesaid, do hereby certify that R.C. SCHEMEL, SENIOR Vice President of NORTHERN TRUST BANK/O'HARE N.A., and THOMAS O. LEIGHT, ~~Assistant~~ Secretary of NORTHERN TRUST BANK/O'HARE N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SENIOR Vice President and such ~~Assistant~~ Secretary, and are personally known to me to be such SENIOR Vice President and such ~~Assistant~~ Secretary, appeared before me this day in person and acknowledged that they respectively signed and delivered and attested the said instrument as their free and voluntary act as such SENIOR Vice President and such ~~Assistant~~ Secretary, as aforesaid, and as the free and voluntary act of NORTHERN TRUST BANK/O'HARE N.A. for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of August, 1992.

(SEAL)

Pattie Cheop



My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY AND MAILED TO:
NORTHERN TRUST BANK/O'HARE N.A.
Attention: _____
1501 Woodfield Road
Schaumburg, Illinois 60173
Telephone (312) 517-8800

BOPIS
Office

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EXHIBIT A

The South 1/2 of the South 1/2 of Lots 9 and 10 in Block 9 in Arthur T. McIntosh and Company's addition to Des Plaines Heights, being a subdivision of that part East of railroad of the South 1/2 of the Southeast 1/4 of Section 20, Township 41 North, Range 12, East of the Third Principal Meridian and of that part West of Des Plaines Road of South 1/2 of the Southwest 1/4 (except 4 acres in the Northeast corner thereof) of Section 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PROPERTY ADDRESS; 1487 White St., Des Plaines, IL 60018

09-21-308-004

rich/kwlakia

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