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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this Sth day of December 1992, whose address is 1542-44 N. Ashland Avenue, Chicago, Illinois Company, an Illinois banking corporation, with an office at 2201 West Cermak Road, Chicago, Illinois 60608 (hereinafter called "Mortgager").

WITNESSETH:

This Agreement is based upon the following recitals:

- A. On November 5th, 19 89, for full value received, Mortgagor executed and delivered to Mortgages its Promissory Note in the principal amount of Fift, Thousand Dollars and 00/100ths******* Dollars (\$ 50.000.00) (hereinafter calls, the "Note"), and secured the payment thereof by granting to Mortgages, among other things, a certain Mortgage (hereinafter called the "Mortgage"), of even sete with said Note, covering certain improved real property in the County of Cook , State of Illinois, which Mortgage was recorded on November 5th. , 19 89, as Document No. 89547480 , with the Recorder of Deeds/Registers of Titles of Cook County, Illinois, covering the property described on Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Mortgaged Premises").
- 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 \$th., 1992, is \$ 49.800.00.
- p. Mortgagor represents to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder 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 "B"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

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

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3.	The interest rate will be 3% over prime floating beginning January 6th. 1993.											
4.	All other terms and conditions will remain the same.											

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 Mortgage, 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 second mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, 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 herein expressly modified, nor affect or impair any rights, pours, or remedies of Mortgagee under 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.

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

ву:

te Secretary

METROPOLITAN BANK AND TRUST COMPANY:

Vice President

Witnes Attest:

GREENY S. KASPICYK

hat e 1774. Tim william

MORTGAGOR: American National Bank & Trust Company, as Trustee Under Trust Agreement dated August 31, 1988, as Trust No. 106371-06.

Potor Johansell

[Add Appropriate Acknowledgments] See Attached Page

This instrument is executed by the understance I and Trustee, not personally beta solely as Trustee in the exercise of the power and authority contented upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indiam it is, represented in a constant, and activities and appearants herein made on the part of the Trustee are exhibited by it solely in an exposure as Trustee and not personally. No personal hability or personal despossibility is assumed by at shall ut may time be asserted an enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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TTACHED HE UTO IN M. DE A

LOTS 7 AND 8 (EXCEPT THAT PART TAKEN FOR WIDENING OF ASHLAND AVENUE) IN BLOCK 1 IN MCREYNOLD'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1542-44 N. ASHLAND AVENUE, CHICAGO, ILLINOIS P.I.N. 17-06-204-039 AND 17-06-206-040

STATE OF ILLINOIS) COUNTY OF COOK E M SOVIENSKI I, . a Notary Public in and for said County, in the Stree aforesaid, DO HEREBY CERTIFY THAT on this day personally appeared before me, P. JOHANSEN and Gregory S. Kasprzyk personally known to me to be the same persons whose names are subscribed to the foregoing instrument and nersenally known to me to be the Teebad 7100 Freeinst American Mational Bank and Trust Company of Unital and' , and acknowledge 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 inthe 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 Notariel Seal this Notary Public OFFICIAL SEA LM SOVIENSKI IOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 06/27/96 STATE OF ILLINOIS) COUNTY OF COOK , a Notary Public in and for said County, I. Cheryl Brueckmann in the State aforesaid, DO HEREBY CERTIFY THAT on this day personally appeared Kathleen Martinez and Victoria Davis 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 Vice-President of Metropolitan Bank & Trust and Secretary , and acknowledge that they signed, sealed, and Company 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 inthe 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 29th day of December OFFIC AL SEAL CHERYL M BRUECKMENTE NOTARY PUBLIC AND OF ILLINGIS

NOTARY PUBLIC

MY COMMISSION EXPIRES

MENSIVOE M B

Gregon of Kaspierk

P. JOHANSEN

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