LOAN #C/L 0007775117 00 088107

93074644

MODIFICATION AGREEMENT

THIS INDENTURE, made <u>December 1, 1992</u>, by and between GARY-WHEATON BANK OF DOWNERS GROVE, A NATIONAL ASSOCIATION (First Party), which is the owner of the mortgage hereinafter described, and <u>Motilal Raichand and Vimla Raichand</u>, his wife (Second Party) who are the titleholders of the real estate hereinafter and in said Mortgage described, WITNESSETH:

1. The parties hereby agree to modify the terms of repayment of the indebtedness evidenced by the Installment Note for One Hundred Foventeen Thousand Nine Hundred and no/100's DOLLARS (\$117.900.00) dated August 3, 1987 which is secured by the Mortgage of even data herein referred to and recorded on August 7, 1987 in the Recorder 2 Office of Cook County, Illinois, as Document No. 87438625, under which the Mortgagor mortgages to GARY-WHEATON BANK OF DOWNERS GROVS, A NATIONAL ASSOCIATION, certain real estate situated in the County of Cook, State of Illinois, described as follows:

LOTS 14 AND 15 IN BLOCK 9 IN BERWYN, IN SECTEDAL PLECTROWNSHIP 39

\$29.50

NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL SECTION 15:28:00

COUNTY, ILLINOIS.

\$3277 \$ \$27.50

COUNTY, RECORDER

PIN #16-31-126-020

PROPERTY ADDRESS: 3304-6 GROVE AVENUE, BERWYN, IL 60402

- 2. Current principal amount remaining unpaid on the indebtedness is One Hundred Ten (bousand Four Hundred Five and 10/100 AND NO/100 (\$110.405.10) DOLLANS.
- 3. Said Installment Note shall be amended to provide that, commencing on <u>December 1</u>, 1992, interest shall accrue at the rate of <u>8.75</u>% per annum and said unpaid principal amount of \$110,405.10 and interest on the balance of principal remaining from time to time unpaid, at the rate of <u>8.75</u>% per annum shall be paid in installments as follows:

Beginning January 1, 1993 principal and interest payments of \$594.76 due and on the first day of every month thereafter until October 1, 1996. All such payments on account of the indebtedness evidenced by said Note shall first be applied to interest on the unpaid balance and the remainder to principal.

- 4. Borrower shall be entitled to prepay loan in whole or in part at anytime without penalty.
- 5. Notwithstanding anything to the contrary in said Installment Note, if any part of said unpaid principal amount or interest thereon be not paid as herein provided, or if default in the performance or any other covenant of the Mortgage shall continue for three (3) days, the entire principal sum remaining unpaid together with the then accrued interest shall, without notice, at the option of the holder of said Installment Note become and be due and payable, in the same manner as if said modification had not been granted.

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- 6. From and after the date hereof, Second party shall furnish to First Party within ninety (90) days following the end of each fiscal year of Second Party, for so long as said Installment Note shall not have been repaid in full, its financial statements and federal and state income tax returns for such fiscal year and such other financial information as First Party may request, all in form and substance satisfactory to First Party. In addition to such financial statements and tax returns, Second Party shall deliver to first Party a rent roll prepared as of the last day of such fiscal year and copies of any and all new leases and modifications and amendments to existing leases entered into during such fiscal year. All rent rolls, financial statements, new leases, and modifications and amendments to existing leases shall be certified by Second Party is an Illinois fand trust, then the financial statements, tax returns and other financial information furnished by Second Party shall pertain to the beneficiary of Second Party and the certification thereof shall be given by the beneficiary of Second Party. Second Party's failure to comply with the provisions of this Paragraph 6 shall constitute a default under said Mortgage.
- 7. This Agreement is supplementary to said Mortgage and to the Assignment of Rarts dated August 3, 1987 and recorded as Document Number \$7428639. Except as provided herein, all the provisions thereof and of the Installment Note including the right to declare principal and accrued interest due for any cause specified in said Mortgaga or Installment Note shall remain in full force and effect.

Second Party, Motilal Ruis and Vimla Raichand, his wife has advised First Party that the proceeds of the loan secured by the Mortgage hereinabove referred to were originally used for the purposes specified in Subsection (1, (c) Section 6404 Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured thereby constitutes a business loan which comes within the purview of said paragraph.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture on the day and year first above written.

GARY-WHEATON BANK
OF DOWNERS GROVE,
A NATIONAL ASSOCIATION

A NATIONAL ASSOCIATION

By: Lawrence A. Dolosic

Title: Vice President

BORROWERS:

Notilal Raichard
V. Daicha

Vimla Raichand

93074644

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STATE OF ILLINOIS)	
COUNTY OF DUPAGE)	
the State aforesaid, do her Motilal Raichand and Vimla known to me to be the same the foregoing instruments apacknowledged that they signed their own free and voluntary	Notary Public in and for said County, in eby certify that Raichand, his wife, who are personall persons whose names are subscribed to peared before me this day in person and and delivered the said instrument a pact as the free and voluntary act, a purposes therein set forth.
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GIVEN under my hand and	d Notarial Seal this day of
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My Commission Expires	13/51/
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1200 Ogden Avenue Downers Grove, Il 60515	
Downers Grove, II 60515	
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