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This Indenture, made this 30th day of April, 1994, by and between Colo Taylor Bank the owner of the Mortgage or Trust Dead hereinafter described and Juvenel G. Garcia, married to Josefina Garcia representing himself or themselves to be the owner or owners of the Real Entate hereinafter and in said deed described ("Owner"), WITHESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal Promissory Note or Notes of Juvenal G. Garcia dated this lat day of Sept. 1993, secured by a Mortgage or Trust Deed in the nature of a Mortgage recorded the 13th day of September. 1993, in the Office of the Recorder of Deads of Cook County, Illinois as Document No. 93-729788 conveying to Cole Taylor Bank, certain Real Estate in Cook County, Illinois, described as follows:

THE SOUTH 85 FEET OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANCE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SACRAMENTO AVENUE NORTH OF MORTH LINE OF 26TH STREET AND WEST OF WEST LINE OF CASS EUBDIVISION OF EAST 30 ACRES OF SOUTH 64 ACRES OF THE NORTHWEST 1/4 OF SECTION 25 AFORESAID, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED JUNE 29, 1886 AS DOCUMENT NUMBER 730704, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-25-127-026

Common Address: 2956-58 WEST 26TH STREET

CHICAGO, ILLINOIS

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- The amount remaining unpaid on the indebtedness is \$50,000.00 as of April 30, 1994.
- 3. Said remaining indebtedness of \$50,000.00 shall be paid on or before October 30, 1994 and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mertgage or truly deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until October 30, 1994 at the rate of ** percent per annum, and therearter until maturity of said principal sum as hereby extended, at the rate of **, per cent per annum, and interest after naturity at the rate of ** percent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but it that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Angle 1932.
- 4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the owner shall continue for twenty days after written notice the eof, the entire principal sum secured by said mortgage or Trust Deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal Note or Notes, become due and payment, in the same manner as if said extension had not been grantel.

** SEE ATTACHED EXHIBIT "A"

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5. This agreement is supplementary to said Mortgaje or Trust Deed. All the provisions thereof and of the principal Note or Notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Notes, but not including any prepayment privileges, unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The owner agrees to perform all the covenants of the Grantor or Grantors in said Mortgage or Trust Deed. The provisions of this Indenture shall inure to the benefit of any holder of said principal Note or Notes and Interest Acces and shall bind the heirs, personal representatives and assigns of the owner. The owner horeby valves and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the owner consists of two (2) or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, scaled and delivered this Indenture the day and year first above written.

Consented and Agreed To: Cole Taylor Bank

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Robert J. Baznik /

By: (Julenal C. Garcia

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This Document Prepared by Cole Taylor Bank, 1542 W. 47th St., Chicago, IL 60609

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EXHIBIT "A"

TO MORTGAGE MODIFICATION AND EXTENSION AGREEMENT DATED 4/30/1994

RATE OF INTEREST IS COMPUTED AT THE PER ANNUM RATE OF TWO PERCENT (2.00%) IN DIXCESS OF THE PRIME RATE (DEFINED BELOW). AT MATURITY, THE PRINCIPAL BALANCE SHALL BEAR INTEREST THE RATE OF FOUR PERCENT (4.00%) IN EXCESS OF THE AFORESAID RATE.

"PRIME RATE" MEARS THE RATE OF INTEREST ESTABLISHED FROM TIME TO TIME BY THE BANK AS ITS PRIME RATE AND USED BY IT IN COMPUTING INTEREST ON THOSE LOANS ON WHICH INTEREST IS ESTABLISHED WITH RELATIONSHIP TO THE BANK'S PRIME RATE, ALL AS SHOWN ON THE BOOKS AND RECORDS OF THE BANK. THE PRIME RATE WILL FLUCTUATE HEREUNDER FROM TIME TO TIME CONCURRENTLY WITH EACH CHANGE IN THE BANK'S PRIME RATE WITH OR WITHOUT NOTICE TO ANYONE.

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