#### MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This Indenture, made this 2nd day of July, 1992, by and between COLE TAYLOR BANK the owner of the mortgage or trust deed hereinafter described, and Cole Taylor Bank as Trustee under Trust Agreement dated June 20, 1991 and known as Trust No. 91-1033, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Cole Taylor Bank Trust No. 91-1033 and Richard Ferro and Thomas DiPiazza dated January 9, 1992, secured by a mortgage or trust deed in the nature of a mortgage recorded January 21,1992, in the office of the Recorder of Cook County, Illinois, as document No.92038875 conveying to COLE TAYLOR BANK certain real fatate in Cook County, Illinois described as follows:

Lots 1,2 and 3 in Block 49 in First Addition to Beverly Gateway, being a subdivision of Block 17, 49, 50 and 54 in Dewey and Vance's subdivision in the South 1/2 of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois

P.I.N.# 20-31-312-001; 20-30-312-002; 20-20-312-003 Property address: 7805 South Western, Chgo.Ill.

- 2. The amount remaining unpaid on the indebtedness is \$375,000.00 Commencing August 2, 1992 interest on the principal balance from time to time outstanding, plus payments of principal, in the total amount of \$4,427.55 per month and continuing on the same day of each month thereafter with a final payment of all unpaid interest and principal on maturity.
- 3. Said remaining indebtedness of \$375,000.00 shall be paid on or before July 2, 1995, and the Owner in consideration of such modification/extension promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until July 2, 1995, at the rate of 9.75 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 13.75 per cent 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 if 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 appointments then at Cole Taylor Bank, 5501 West 79th Street, Burbank, Illinois 60459.
- 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 thereof, the entire principal sum secured by

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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 and be due and payable, in the same manner as if said extension had not been granted.

5. This agreement is supplementary to said mortgage 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 of said mortgage or crust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect co said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

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

> COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NO. 91-1033

BY:

Trust Office

This instrument was prepared by and RETURN RECORDED DOCUMENT TO:

COLE TAYLOR BANK

Carole Dansky 5501 W. 79th Street Burbank, Ill. 60459

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MOTARIZATION FOR LAND TRUSTEE		
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COUNTY OF Cook · )	. T#0014 TRAN 2949 10/04/9 . #9133 # AR *-94-	4 08:51:00
	. CODY COUNTY RECORDER	
1, the undersigned , a Note State aforesaid, hereby certify that on the	ry Public in and for said County, I	n the
State aforesaid, hereby certify that on the _	2 day of September 19	9_94,
personally appeared before me <u>Lucilla Hart</u> known to me to be the same persons whose name	and Constance Considine	·
known 10 me to be the same persons whose name	hes are subscribed to the foregoing i	Mort-
gage and known to me to be the Trust Office respectively, of COLE TAYLOR BANK	r and Trust Officer	
(corporation) ( corporation) as Trustee, and ackr	nowledged and agreed that they slone	d the
foregoing Morrage, as said officers, and		
(association) thereto, as Trustee, all for and on	behalf of said (corporation) (associa-	tion),
as Trustee, as their true and voluntary act as	nd as the free and voluntary act of	said
(corporation)(association), as Trustee, for the including any waiver or conveyance of redemption	<ul> <li>uses and purposes therein set for or homestead rights,</li> </ul>	orth,
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My Commission Expires:		
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REPORT OF THE PROPERTY PUBLIC, STATE	OF ILLINOIS ?	
MY COMMISSION EXPIRI	19 1/26/97 }	

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