DEPT-01 RECORDING

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COOK COUNTY RECORDER

INSTALLMENT NOTE AND TRUST DEED MODIFICATION AGREEMENT

This Agreement make as of May 18, 1995 by and between Rene Gamboa, Maribel Gamboa, Jose Gamboa, Elezzar Gamboa, and David Gamboa, all personally, (hereinafter collectively called "Borrower"); and Firstar Bank Illinois t/k/a Avenue Bank & Trust (hereinafter called "Bank").

Witnesseth:

Whereas, the Bank is the owner and holder of a certain Installment Note (hereinafter called the "Note") in the original principal amount of Ninety Five Thousand and No/100 Dollars (\$95,000.00) from the Borrower dated May 18, 1990 payable to bearer and;

Whereas, the Note is secured by a Mortgage in the amount of Ninety Five Thousand and no/100 Dollars (\$95,000.00) dated May 18, 1990 and recorded on May 25, 1990 as Decument #90245118 conveying to Firster Bank Illinois f/k/a Avenue Bank & Trust, premises located in the City of Cicero, County of Cook, State of Illinois and legally described as follows:

Lots 188 and the West 7.06 feet of the North 91.42 feet of lot 187 and also the West 7.23 feet of the South 33.58 feet of said lot 187 in E.A. Cummings Company's second addition to Watter. Park, A subdivision of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of section 20, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. in 23/22k 12 in Rose Park, a subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Property commonly known as: 5822 W. Cermak, Cicero, Illinois 60650 Permanent Real Estate Index #16-407-037 + 128

Whereas, the maturity date on the Note is May 18, 1995 and;

Whereas, the interest rate charged on the Note is Twelve and One Half (12.5%) Percent and;

Whereas, the principal balance outstanding on the Note as of the date hereof is Eighty One Thousand Five Hundred two and 16/100 Dollars (\$81,532.16) and;

Whereas, the Borrower has been obligated to make principal and interest payments of One Thousand One Hundred (Seventy and no/100 Dollars (\$1,170.00) of each and every month and;

Whereas, the Borrower has requested that the Bank extend the maturity date of the Note to May 18, 2000 and;

Whereas, the Borrower has requested that the Bank modify the amortization term to fully amortize the said remaining principal balance outstanding over a ten (10) year amortization term and:

Whereas, the Borrower has requested that the Bank modify the interest rate charged on the Note from the date hereof through the new maturity date of May 18, 2000 and;

Whereas, the Bank has agreed to extend the maturity date, modify the amortization term, modify the interest rate and adjust the monthly payments accordingly as requested;

Now therefore, in consideration of Eight Hundred Fifteen and 32/100 Dollars (\$815.32) and other good and valuable consideration, receipt of which is hereby acknowledged and, in further consideration of the mutual promises contained herein, Borrower and Bank agree as follows:

- 1. The maturity date of the Note is hereby extended to May 18, 2000.
- 2. The amortization period is hereby modified in order to fully amortize the remaining principal balance outstanding over a ten (10) year period.
- 3. As of the date hereof, the interest rate charged on the Note shall be equal to Nine and One Quarter (9.25%) Percent per annum from the date hereof through the maturity date.
- Monthly installments of principal and interest in the amount of One Thousand Forty Three and 58/100 Dollars (\$1,043.88) shall be payable beginning June 18, 1995 and continuing with eighteenth day of each month thereafter until the Note is fully paid except that the final payment of unpeid principal balance and accrued interest, if not sooner paid, shall be due and payable on May 19, 2000.
- 5. Borrower small movide updated personal financial statements, copies of personal income tax returns, copies of leases and any other documentation the Bank may reasonably request within thirty (30) days of such request.
- 6. All other terms, promises and conditions of the Note and Mortgage modified hereby are hereby confirmed.
- 7. The Modification Agreement shall be attached to and made a part of the Note and Mortgage.
- 8. The Borrower warrants that the Note and Mortgage as modified hereby are valid, binding and enforceable according to these terms.

In Witness Whereof, this Modification Agreement has been executed as of the day and year first above written.

BORROWER:

Rene Gamboh: Personally

Maribel Gambon, Personally

Jese Gambon, Personally

Elezzar Gamboa, Per onally

David Gamboa, Personally

FIRSTAR BANK ILLINOIS

OAttest: Steven A. Belser, Officer

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By

State of Illinois County of Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Rene Gamboa, Maribal Gamboa, Jose Gamboa, Elezzar Gamboa, and David Gamboa, all personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 37 day of Aug., 1995. · Ox Coot Cou,

FFICIAL SEAL STEPHANIE WILLIAMS MOVARY PUBLIC, STATE OF ILLINOIS Commission Expires 09/03/97

State of Illinois County of Cook

I, the undersigned, a Notary Public in and for said County in the State afreesaid, DO HEREBY CERTIFY that Joesph G. Glab and Steven A. Belser of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Commercial Barking Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of Au ,1995.

This document was prepared by and should be mailed to: Sylvia Saavedra Firster Bank Illinois 104 N. Oak Park Avenue Oak Park, Illinois 60301

STEPHANIE WILLIAMS

NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 09/03/97

Property of Cook County Clark's Office

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