PREPARED BY: Edward F. Miller (CLOS Canter)

95738789

WHEN RECORDED RETURN TO:

NBD BANK

8001 North Lincoln Avenue

Skokle, Illinois 60077

ATTN: Nireah Pande ..

COOK COBILIYA RECORDER

NY JESSE WHITE

First Note and Mortgage Modification Agreement

CKUKIE DEEDE

This Agreement (hereinafter the "Agreement") is made and entered into as of the 1st day of September, 1995, by and between NBD Bank, an Illinois banking corporation, having its principal office at 211 South Wheaton Avenue, Wheaton, Illinois 60187 (heroin the "Mortgagee"), NBD Bank, not personally, but as Trustee under a Trust Agreement dated July 24, 1990, and known as Trust Number 52814-SK (horsin the "Mortgagor"), and Will V. Moss and June L. Moss (herein collectively the "Guarantors").

Whereas, the Mortgagor has previously executed a id delivered to NBD Skokie Bank, N.A., a national banking association, having its principal office at 8001 North Lincoln Avenue, Skrkie, Illinois 60077 a certain Mortgage Note dated August 22, 1990 (the "Note") in the original principal amount of \$196,500.00 and due September 1, 1995 (the "Maturity Date"); and

Whereas, to secure the indebtedness evidenced by the Note, the Mortgagor has executed and delivered to the Mortgagee, a Mortgage and a Collateral Assignment of Lease(s) and Rent(s), each dated August 22, 1990 and Recorded with the Recorder of Deeds of Cook County on August 24, 1990 as Document No's. 90414299 and 90414299 respectively, on Real Estate legally described therein as follows:

PARCEL 1: LOT A (EXCEPT THAT EAST 265 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT) AND (EXCEPT THE SOUTH 132 FEET AS MEASURED ON THE WEST LINE OF SAID LOT) IN JOHN REINBERG'S CONSOLIDATION OF LOT'6 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD AND OF LOTS 55 AND 56 IN JAN OHLINGS SUBDIVISION AND OF ALL OF 16 FEET WACATED ALLEY LYING WEST AND NORTH OF SAID LOT 6 AND EAST AND SOUTH OF SAID LOTS 55 AND 36 AND ALL OF VACATED RIDGEWAY AVENUE, LYING WEST OF SAID LOTS 55 AND 56 AND WEST OF SOUTH ALLEY AND SOUTH OF LOT 4, EAST OF LOT 5 AND WEST OF LOT 6 AND NORTH OF SOUTH LINE OF LOT 6 EXTENDED WEST TO SOUTH EAST CORNER OF SAID LOT 5 IN REINBERG'S SUBDIVISION.

PARCEL 2: ALSO THE EAST 82 FEET (MEASURED AT RIGHT ANGLES TO THE EAST LINE), EXCEPT THE SOUTH (32 FEET (MEASURED ON THE EAST LINE) OF LOT 5 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3732 W. MORSE AVENUE, LINCOLNWOOD, IL

PERMANENT INDEX NO.: 16-35-126-030-0000 and 10-35-126-023-0000

Whereas, NBD Skokie Bank, N.A., was holder of the Mortgage, Collateral Assignment of Lease(s) and Rent(s), and Note: and

Whereas, the Note, Mortgage and Collateral Assignment of Lease(s) and Rent(s) were subsequently sold, assigned and transferred by NBD Skokic Bank, N.A. to the Mortgagee as follows: the Mortgage was assigned by that certain Assignment of Mortgage dated the 26th day of January, 1993 and recorded with the Recorder of Deeds of Cook County, Illinois on April 14, 1993 as Document Number 93273361 and the Collateral Assignment of Rent(s) and Lease(s) was assigned by that certain Assignment

of Assignment of Rents and Leases dated the 26th day of January, 1993 and recorded with the Recorder of Deeds of Cook County, Illinois on April 12, 1993, as Document Number 93263642; and

Wherear, the present balance outstanding under the Note remaining unpaid is One Hundred Eighty Thousand Seven Hundred Thirty-Three and 71/100 Dollars (\$180,732.71); and

Whereas, the Mortgagee has been requested to extend the time of repayment of the remaining unpaid principal balance of the Note, and has agreed to extend the maturity of the Note and the repayment of the indebtedness evidenced thereby provided the Mortgagor agrees to execute and deliver this Agreement.

Now, Therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree as follows:

- 1. The Maturity date of the Note and Morigage is hereby extended from September 1, 1995 to September 1, 2000.
- 2. The Mortgagor agrees to continue to make monthly installments of \$1,822.00 including interest, commencing on October 1, 1995 and on the first day of each month thereafter, until September 1, 2000 at which time the balance plus accrued interest then unpaid shair be due and payable immediately.
- 3. The Note is further amended to reduce the Interest Rate on the unpaid balance from the date of this Agreement until September 1, 2000, at a rate of 20 ht and one-half percent (8 & 1/2%) and the Default Interest Rate on the unpaid balance from the date of this Agreement until September 1, 2000, at a rate of Eleven and one-half percent (11 & 1/2%) per annum.

Except where the context otherwise may require, it is agreed that the terms "Trust 52814-SK", "Mortgagor" and "Assignor" when used and appearing in the Note, Mortgage, Assignment of Mortgage, Collateral Assignment of Lease(s) and Rent(s), Assignment of Assignment of Leases and Pents, and this Agreement shall be construed as and mean NBD Bank, not personally, but as Trustee under a Trust Agreement dated August 22, 1990 and known as Trust Number 52814-SK.

Except where the context otherwise may require, it is agreed that the terms "Bank", "Mortgagee" and "Assignee" when used and appearing in the Note, Mortgage, Assignment of inortgage, Collateral Assignment of Lease(s) and Rent(s), Assignment of Assignment of Leases and Rents, and this Agreement shall be construed as and mean NBD Bank, by assignment from NBD Skokle Bank, N.A..

It is further agreed as between the Mortgagor and the Mortgagor that neither the repayment of the indebtedness evidenced by the Note, nor the obligations of the Mortgagor thereunder, nor the Mortgage or other security given to secure same, shall in any way be prejudiced by this Agreement, said Note, Mortgage, Assignment of Mortgage, Collateral Assignment of Leases) and Rent(s), Assignment of Assignment of Leases and Rents, being intended to be recalified only to the extent therein and herein mentioned and said Note and Mortgage to continue and remain in full force and effect. The parties hereto ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Note and Trust Agreement as modified by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Loan Modification Agreement the day and year first above written.

MORTGAGEE:	MORTGAGOR:	
By: No Panole	NBD Bank, not personally, but as Successor Trustee to NBD Trust Company	
Niresh Pande, Commercial Loan Officer	of Illinois under a Trust Agreement dated July 24, 1990 and known as Trust	
GUARANTORS:	Number 52814-SK	
lely'l- huss	By: South Jordan	
Will V. Moss	March 19 Cash Jaki Town Office	
June L moss	Joseph 17. Sochocki, Trust Officer	Tile
June L. Moss	By: Swayellow	
	George J. Logan Asst. Vice Pres.	
	Printed Neutre	Nile

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STATE OF ILLINOIS COUNTY OF COOK)) \$\$.)		
Nireah Pande a Commercial the same person whose natical day and acknowledged that act of said corporation for	cial Loan Officer of NBD BANK, an Illimo is subscribed to the foregoing instrument the signed and delivered said instrument the uses and purposes therein set forth,	ty, in the State aforesaid, DO HEREBY CER incis banking corporation who is personally kneed as such officer of said corporation, appears as his own free and voluntary act and as the for the uses and purposes therein set forth.	nown to me to be ad before me this
Given under my	hand and notarial scal, this Mad day of	1 Belades , 1005	
My Commission Explica-	, drawn,	(Lilean) Surpe	, Notary Public
STATE OF ILLINOIS COUNTY OF COOK 1, Dian) SS.) Octobrer C, a Notary P	"OFFICIAL S Patricia M. B Notary Public, State My Commission Expired Public in and for said County, in the State after	lurko e of Illinois o Feb. 27, 1996
conify that Joseph an Illinois Bankin	F. Sochacki o	f NBD Bank coolston) and George J. Logan	·
of said (corporation) (assets instrument as such Tritis before me this day in persects, and as the free and and the said Augr. Vico of said (corporation) (asset own free and voluntary a purposes therein set forth	consistion) personally known to me to be to be to the Correct of and con and acknowledged that they signed a coluntary act of said (corporation) (see on Provident did also then and the control of the coluntary act of ct, and as the free and voluntary act of	he same persons whose names are subscribed Aunt. Vice President respect delivered the said instrument as their own fraction), as Trustee, for the uses and purposes here acknowledge thathe, as custedian of the facility of said (corporation) (association) to said instrusted (corporation) (association), as Trustee,	ctively, appeared ed and voluntary therein set forth; he corporate scal rument as his/her
	noturial soul this 21 nt day o	Degra Dullings	
My Commission Expires:	*OPFICIAL SPAID IV to Distance Votes, Political of Allinois My Cotal acodon Expanse 1/11/00	Michigan Court Co	Public Public

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STATE OF ILLINOIS) SS. COUNTY OF COOK) 1, the undersigned, a Notary public in and for said	County in the State aforesaid, DO HEREBY CERTIFY that Will '
Moss personally known to me to be the same person whose n day in person and acknowledged that he signed, sealed and d	day of
My Commission Expires:	Talucca In Bucke. Notary Publ
STATE OF ILLINOIS COUNTY OF COOK STATE OF ILLINOIS	"OFFICIAL SEAL" Patricle M. Burke Notary Public, State of Illinois My Commission Expires Feb. 27, 1996
Muss personally known to me to be the same person whose n day in person and acknowledged that she signed sealed and a and purposes therein set forth	County in the State aforesaid, DO HEREBY CERTIFY that June is subscribed to the foregoing instrument appeared before me the delivered the said instrument as her free and voluntary act for the us
Given under my hand and official seal, this	day of Meladice 1995 1995 Notary Publi
My Commission Expires:	"OFFICIAL STAL" Patricia M. Burke Notary Public, State of Illinois My Gornmission Expires Feb. 27, 199

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