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MORTGAGE MODIFICATION AGREEMENTOK COUNTY RECORDER

THIS AGREEMENT made as of the 25th day of October, 19 95 by and between, Foliage Design Systems, Inc., whose address is 3021 N. Southport Avenue, Chicago, Illinois 60657 (whether one or more, and if more than one, jointly and severally being hereinafter referred to as the "Borrowers" and FOX VALLEY BANK, a state banking association, maintaining its principal office at 1600 East Main Street, St. Charles, Illinois, 60174, said bank together with its successors and assigns, including each and every holder from time to time of the Note (as hereinafter defined) being hereinafter referred to as the "Mortgagee";

#### WITNESSETH

WHEREAS, the Mortgagee has heretofore loaned the Borrowers the principal sum of <u>Two Hundred Twenty Three Thousand and 00/100-</u> Dollars (\$223,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note", dated as of <u>October 11</u>, 19 89 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on <u>October 25</u>, 19 92, which was modified on October 29, 1992 by Mortgage Extension Agreement with final payment due on <u>October 25</u>, 1995.

WHEREAS, the Note is secured by a mortgage of even date therewith being hereinafter referred to as the "Mortgage" executed by the Borrowers creating a lien on certain real property located in Cook County, Illinois and legally described on Exhibit A attached hereto which Mortgage was recorded with the Recorder of Deeds for said County on October 13, 1989 as document number 89486803 and was modified by Mortgage Extension Agreement dated October 29, 1992, recorded with the Recorder of Deeds for said County on November 6, 1992 as document number 92829476.

WHEREAS, the Borrowers and the Mortgagee desire to modify the terms for the payment of the Note as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set for the and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the Mortgagee do hereby agree as follows:

1. The principal indebtedness evidenced by the Note presently outstanding is <u>Two Hundred Six</u> <u>Thousand Nine Hundred Ninety Three and 34/100—Dollars (\$206,993.34)</u> which shall be paid as follows:

Borrower agrees to make monthly payments on the 25th day of each month beginning November 25, 1995 in the amount of \$1,881.66 per month. Borrower will make these payments every month until the maturity date, which is October 25, 1998. The monthly payments will be applied to interest before principal. If the Borrower still owes amounts under the Note, Borrower agrees to pay any remaining balances of principal and interest outstanding on the maturity date.

Interest will be charged on unpaid principal until the full amount of principal has been paid. Borrower agrees to pay interest at a yearly rate of 9.25%.

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- 2. All references in the Mortgage to the Note shall refer to the Note as herein modified.
- 3. All references in the Note to the Mortgage shall refer to the Mortgage as herein modified.
- 4. The Borrowers hereby restate and reaffirm each and every representation, warrant, covenant and agreement contained in the note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.
- 5. Except as hereinabove modified and amended, the Note and Mortgage and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for indebtedness described therein. Without limiting the generality of the foregoing, all provisions of the Note and Mortgage, as respectively amended herein, relating to the defaults in payment of principal, interest or other amounts, with respect to other defaults with respect to obligations of the Borrowers, and with respect to remedies of the Bank, shall continue to be as provided in the Note and the Mortgage, as amended herein, without change or modification.
- 6. It is the express intention and agreement of the parties hereto that neither the modification of the Note and Mortgage or any extension of the maturity or terms thereof as provided aforesaid as intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note and the Mortgage, or any guaranty thereof. The execution of the Agreement by the Mortgagee shall not be deemed to be a wriver of its rights under any other agreement, note, mortgage, trust deed, security agreement, assignment in rument, guaranty or other document on the part of the Mortgagee in exercising any right nor shall operate as a waiver of such right or any other rights. A waiver and revocation shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the Mortgagee's rights and remedies whether evidenced by the Mortgage hereby or by any other agreement, guaranty, mortgage, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition to all other rights and remedies granted to the Mortgagee at law or in equity and may be exercised from time to time as often as deemed expedient by the Mortgagee. The obligations of the

s of the

Borrowers hereunder shall be join and se	veral.
IN WITNESS WHEREOF, the M	ortgagee and Borrowers have affixed their hands and seals a
day November, 19 95.	
	BORROWERS:
	FOLIAGE DESIGN SYSTEMS, INC.
•	BY: ferry Mall
	Kenneth D. Gallt
MORTGAGEE:	Title: Presided
FOX VALLEY BANK	
BY: Ja S Roust	
ITS: ast Vir Prosident	

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•	STATE OF ILLINOIS )		
	COUNTY OF Kare )		
	I, the whole and for said County in the State aforesaid, do hereby certify that Record of FOX VALLEY BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such the said instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument		
	as their own free and volumery act of said Bank as foresaid, for the uses and purposes therein set forth; and the said Asst V. R. then and there acknowledged that (he) (she), as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his) (her) own free and voluntary act and at the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.		
	GIVEN under my hand and Notarial Seal this Alday of Nov., 199 5		
	STATE OF ILLINOIS  ) SS.  COUNTY OF  "OFFICIAL SEAT MONITURE COALGO."  MICHELLE R. CARLSO! Notary  Notary Public, State of Illinois  My Commission Expires 12/29/96  Notary  Notary  Notary  Notary  Notary  Notary  Notary		
	) SS.		
	COUNTY OF )		
	I, My Karry Public in and for said County and State aforesaid. Jo hereby certify that were personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged (he) (she) signed and delivered the said		
	GIVEN under my hand and Notarial Seal this Aday of Mercinic 1995		
	GIVEN under my hand and Notarial Seal this I day of Notary Public, State of Illinois Notary  Notary Public, State of Illinois Notary		

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#### Exhibit A

LOTS 17 AND 18 IN SUBDIVISION OF THE WEST 250 FEET OF THE SOUTH 1/2 OF BLOCK 6 IN EXECUTORS OF JONES SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF LINCOLN AVENUE OF THE NORTHWEST 1/4 OF SECTION 29. TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF VACATED ALLEY LYING BETWEEN LOT 15 AND LOTS 17, 18, 19 AND 20 SUBDIVISION OF THE WEST 250 FEET OF THE SOUTH HALF 1/2 OF BLOCK 6 IN EXECUTORS OF JONES SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF THAT PART LYING NORTHEASTERLY OF LINCOLN AVENUE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-29-114-002 14-29-114-003 14-29-114-006

COMMONLY KNOWN AS: 3021 N SOUTHPORT, CHICAGO, ILLINOIS.

FOR VAILEY BANK
1600 E. MAIN STREET
St. Charles, IZ 60174



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