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This instrument prepared by: Terri Dziedzic, The First National Bank of Chicago, 1800 S. Naperville Road, Wheaton, Idinois 60187

AGREEMENT FOR MODIFICATION OF PRINCIPAL NOTE, MORTGAGE AND ASSIGNMENT OF RENTS

THIS AGREEMENT, made and entered into this 6TH day of FEBRUARY, 1995 by and between The First National Bank of Chicago, Wheaton, DuPage County, Illinois and ALFRED W. HARLEY, A MARRIED MAN, AND ALAN P. HARLEY, City of LAGRANGE, COOK County, Illinois.

WITNESSETH:

WHEREAS, ALFRED W. HARLEV AND ALAN P. H/.RLEV did execute on NOVEMBER 8, 1994 a Note in the principal sum of \$110,000.00, bearing interest at 8.75% the final payment of principal and interest, if not sooner paid, shall have been due and payable on MAY 8 (1995), which note was payable to The First National Bank of Chicago.

WHEREAS, said Note is secured by a Mortgage dated NOVEMBER 8, 1994 and recorded on NOVEMBER 16, 1994 as Document Number 94973456 and by the Assignment of Rents also deted NOVEMBER 8, 1994 and recorded NOVEMBER 16, 1994 as Document Number 94973457, in the office of the Recorder of Deeds in COOK County, Illinois, conveying to The First National Bank of Chicago, the following described Real Estate to wit:

LOT 410 IN ROBERT BARTLETT'S LA GRANGE HIGHLANDS UNIT NUMBER 5, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL # 18-17-401-010-0000

and,

WHEREAS, the remaining principal balance of said Note shall be paid NINETY-ONE DAYS from date of modification, and

WHEREAS, both parties desire to extend and make modifications to the terms of said Note, Mortgage and Assignment of Rents. The parties hereto agree to modify and extend said Note, Mortgage and Assignment of Rents as follows:

- That the time for paying the remaining principal balance shall be the 8TH day of MAY, 1995.
 This date shall be known as the "Maturity Date."
 - 2. That the amount of the Note shall be increased to \$120,000.00.
- 3. That beginning the 6TH day of FEBRUARY, 1995, interest shall accrue on the unpaid principal balance at 8.75%.
- 4. That the interest payment shall be payable monthly beginning on MARCH 8, 1995 and continuing until the entire indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable at the Maturity Date.
- 5. That ALFRED W. HARLEV and ALAN P. HARLEV shall have the right to make prepayments without penalty.
- 6. That the balance of the terms and provisions of the original Note an hereby ratified by the parties.
- 7. That this Agreement shall be binding upon and inure to the benefit of the assigns, heirs, and administrators or successors of the parties hereto.

IN WITNESS WHEREOF, the said parties have set their hands and seals, and The First National Bank of Chicago has caused this instrument to be duly executed by its Assistant Vice President and attested by its Construction Loan Processor and its Corporate Seal to be affixed hereto, all in accordance with the power to do so by its Board of Directors, all on the day and year first above written.

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THE FIRST NATIONAL BANK OF CHICAGO

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STATE OF ILLINOIS)

County of 🗸

I, the undersigned, Abovey Public in and for said County and State, do hereby certify that ALFRED W. HARLEY, A MARRIED MAN, and ALAN P. HARLEY, AN UNMARRIED MAN, ARE personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in reason and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seat Use 6TH day of FEBRUARY, 1995.

My Commission Expires: _

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STATE OF ILLINOIS)

COUNTY OF DuPage

15 Closts I, the undersigned, a notary public in and for said County, in the State aforesaid, FOF EREBY CERTIFY that Karen L. Schumacher, personally known to me to be the Assistant Vice Presidence The First National Bank of Chicago, a National Banking Association, and Jane M. Baker personally known to me to be the Construction Loan Processor of said corporation, and 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 severally acknowledged that as such Assistant Vice President and Construction Loan Pro. they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their 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 notarial seal this 6TH day of FEBRUARY, 1995.

Notary Public

My Commission Expires: 1-8-96

"OFFICIAL SEAL" THERESA DZIEDZIC Notary Public State of Blancis

My Commission Expires 1/8/96

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