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### MORTGAGE MODIFICATION AGREEMENT

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This Mortgage Modification Agreement, dated as of May 14,
19 95 modifies and restates that certain Mortgage dated May 9 , 19 90 , between Anthony Jay Millard and Dietra Delaplane Millard, his wife
May 9 , 19 90 , between Anthony Jay Millard and Dietra Delaplane Millard, his wife
(the "Mortgagor(s)"), whose address is 2305 N. Commonwealth Avenue, Unit 15, Chicago, Il
and NBD Bank, successor by merger to NBD Bank . (the
and NBD Bank, successor by merger to NBD Bank , (the "Bank"), whose address is 211 S. Wheaton Ave., Wheaton, IL 60187 .
Dalik ), whose dualess is
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WHEREAS, the Borrower executed and delivered to Bank that certain
Mortgage dated Mdy 9 19 90 and recorded on May 23
19 30 as Document No. 30238984 In the Office of the
Cook County Recorder of Deeds, Chicago , Illinois
Mortgage dated May 9, 19 90 and recorded on May 23  19 90 as Decument No. 90238984 in the Office of the  Cook County Recorder of Deeds, Chicago , Illinois  (the "Mortgage", encumbering the following described real property
(the "Property"):
See Exhibit "A" attached and made a part hereof.
Commonly known as: 2305 N. Commonwealth Avenue, Unit 1S, Chicago, Il
Permanent Index No.: 14-33-201-017-1007
Permanent index no.
WHEREAS, the Mortgage secured indebtedness, obligations and
Whereas, the mortigage secured the indeptedness, obligations and
liabilities of Borlower pursuant to a create Agreement
liabilities of Borrower pursuant to a <u>Credit</u> Agreement dated May 14 , 19 95 in the maximum principal amount of \$ 125,000.00 between the Porrower and the Bank (the
\$ 125,000.00 between the Portower and the Bank (the
"Agreement"), which has been modified and extended as of
May 14 , 1995 pursuant to an Extension Agreement of even date;
WHEREAS, it is the intention of the parties hereto that this
Mortgage Modification Agreement shall renew, amend and restate all
May 14 , 1995 pursuant to an Extension Agreement of even date;  WHEREAS, it is the intention of the parties hereto that this Mortgage Modification Agreement shall renew, amend and restate all

of the terms and conditions contained in the Martgage, shall be entered into as a substitute for and not in satisfaction of the Mortgage, and shall secure the indebtedness evidenced by the Agreement, which such indebtedness arises from the extension of the maturity date of the same indebtedness originally secured by the Mortgage;

NOW, THEREOFORE, in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the Bank agree to restate the Mortgage in its entirety as follows:

### Definitions. (A)

The words "borrower", "you" or "yours" mean each Mortgagor, whether single or joint, who sign below.

The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.

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- Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.
- You owe the Bank the maximum principal sum of \$ (B) Security. or the aggregate unpaid amount of all loans 125,500,00 and distursements made by the Bank to you pursuant to the Agreement) which in incorporated herein by reference. principal shall be calculated on a fixed or variable rate as referenced by your Agreement. As security for all amounts due to us under your Agreement, including all future advances made within 20 years from the date hereof, all of which future advances shall have the same priority as the original loan, and all extensions, amendments, renewals or modifications of your Agreement, you conver, mortgage and warrant to us, subject to liens of records the Property.

### (C) BORROWER'S PROMISES. You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the loan agreement and/or this Mortgage.
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can hay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when document granting the lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.

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- (5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount you owe us provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
- (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.
- (D) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- If you do not keep the promises you made in this (E)Default. Mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the Default remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accallerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorney's fees and then to the amount you owe us under your Agreement.
- (F) Due on Sale. If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.

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- Eminent Domain. Notwithstanding any taking under the power of (G) eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. Be signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- Waiver of Homestead Right. You hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.
- Other Terms. We do not give up any of our rights by delaying (I) or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deam necessary and to perform any environmental remediation required under environmental investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. This Agreement may secure "revolving credit" as lefined in 815 ILCS 205/4.1. revolving credit line shall be governed by and construed in accordance with the Illinois Financial Servies Development Act, 175 ILCS 675/1, etc. seg. Upon or at any time after the filing of a complaint to foreclose this mortgage, we shall be entitled to enter upon, take possession of and manage the Property and collect rents in person, by agent or by judicially appointed receiver without notice and before or after any judicial sale. You agree to pay all of our fees including attorney's fees, receiver's tees and court costs upon the filing of a foreclosure complaint
- (J)The above and foregoing Recitals are incorporated into and made a part of this Mortgage Modification Agreement hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Fortgage Modification Agreement to be executed this date first Written above.

MORTGAGEOR(S):
× Millary
Name (Print): Anthony Jay Millard
x bittig his plane Welland Name (Print): Dietra Delaplane Millard
BANK:
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Name & Title (Print): Whe is what co

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STATE OF ILLINOIS )	<b>38.</b>
I, Bryan LeBlanc the above county and state, certify	, a notary public in and for
Delaplane Millard, his wife	, personally known to
me to be the same person whose nathe foregoing instrument, appeared and acknowledged that he/she/thinstrument as his/her/their free a purposes cherein set forth. aknowledged before me on this 19/10, by 0/10, 4.6	d before me this day in person, ney signed and delivered the nd voluntary act for the use and the forgoing instrument was day of MAA
officular X My	of NBD Bank.
Hotory Public, State of Machiottary Pul	sion Expires: 1/9/99

This Instrument Drafted By:

NBD Bank 1603 Orrington Ave. Evanston, IL 60204

When Recorded Return to:

NEC Bank - Home Equity Center 600 North Meacham Rd. Schamburg, IL 60196



17#0001 TRAN 8249 05/24/95 09:30:00

#7300 : AP #-95-337687 COOK COUNTY RECORDER

DEFT-10 PENALTY

\$28.00

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EXHIBIT "A'

Unit No: 18-2305 in the Belden Commonwealth Condominium as defineated on a Servey of the Following described Real Estate Lot 6 in Block 1 in Peterboro Terrace Addition to Chicago, a Subdivision of part of Block 2 in the Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14 Est of the Third Principal Meridian, in Cook County, Illinois; which Survey is attached to the declaration of Condominium recorded as Document 25000520 together with its undivided percentage interest in the Common elements, in Cook County, Illinois.

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