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MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT made this 3rd day of May 3,1995, among BANK OF LINCOLNWOOD, an Illinois banking association ("Bank"), the owner and holder of the Note and Mortgage, hereinafter described, and James W. Brown and Elaine E. Brown, his wife, (hereinafter referred to as "Debtor").

WHEREAS, the Debtor has executed, as maker, that certain Revolving Credit Note dated May 3, 1990, payable to the Bank in the principal amount of \$30,000.00 ("Note"), secured by a revolving Credit Mortgage dated May 3, 1990 and registered with the Recorder of Deeds of Cook County on May 29, 1990, as Document No. 90247979, ("Mortgage"); and,

WHEREAS, there remains a principal balance due on the loan evidenced by the Note in the amount of \$30,000.00; and,

WHEREAS. the parties bereby agree to modify and extend the terms of payment of the Note and Mortgage covering the real estate located in Cook County, Illinois, legally described as follows:

Lot 61 in Plum Grove-Hills Unit 2, a Subdivision of part of the Northwest 1/2 of Section 27, Township 42 North, Range 10, lying East of the Third Principal Meridian in Cook County, llinois.

HIS INSTRUMENT WAS PREPARED BY ELAINE KOLPAS 4433 W. TOUHY AVE.

Commonly known as: 912 Stonehedge, Palatine, 13, 600 520 LNWOOD, N. 50545 Tax I.D.: #02-27-104-012

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the parties have agreed as follows:

- 1. The principal amount of the Line of Credit from and after the date hereof shall be \$30,000.00.
- 2. The Maturity, as defined in the Note and Mortgage, is hereby extended to May 3, 2000.
- 3. Except as expressly herein proveded, all terms of the Note. Mortgage and all other loan documents executed in connection therewith, shall remain in full force and effect. The Note, as modified by this Modiviation and Extension agreement, evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 5405. The lien of the Mortgage secures the payment of the Note, as modified by this Modification and Extension Agreement, and all future advances made on the loan

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evidenced by the Note, to the same extent as if such future advances were made on the date of the execution of the Mortgage without regard to whether or not there is any Advance made at the time the Mortgage or this Modification and Extension Agreement is executed and without regard to whether or not there is any indebtedness outstanding at the time any Advance is made.

IN WITNESS WHEREOF, the undersigned has affixed her signatures to this Modification and Extension Agreement on the day and year first written.

Opology Ox Cook E. Berger

President **Executive Vice**

Attest:

Patricia 🕏 Pelz

Vice President & Cashier

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STATE of ILLINOIS
)ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY the James W. Brown, Jr. and Elaine E. Brown, personally known to me to be the sale person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she subscribed to the foregoing instrument as her own free and voluntary act, for the uses and purposes herein set forth.

GIVE's under my hand and Notarial Seal this 3RD day of May, 1995

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK

JERRY G. M. G. ERN
NOTARY PUBLIC STATE OF STRINGS
My Commission Exp. of state of 1935

I, the undersigned, a Norary Public in and for the County and State aforesaid, DO HERELY CERTIFY that James E. Berger, Executive Vice President of the BANK OF LINCOLNWOOD, and Patricia K. Pelz, Vice President and Cashier, respectively appeared before me this day in person and acknowledged that they signed and delivered said Instrument as their own free and voluntary act of said Bank for the uses and purposes therein set forth, and that said Vice President and Cashier did then and there acknowlege that she, as custodian of the corporate seal of said Bank, did affix the corporate seal as the free and voluntary act of said Bank ofr the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of May, 1995.

MOTARY PUBLIC

OFFICIAL SEAL JERRY G. McGOVERN NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires Nov. 27, 1995

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