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NORTH BANK AND TRUST
6825 WEST 111TH STREET
MORTG. ILLINOIS 60422

NOTE AND MORTGAGE LOAN MODIFICATION AGREEMENT

MODIFICATION AGREEMENT MADE FEBRUARY 2, 1982, between NORTH BANK AND TRUST (The Mortgagee) of 6825 WEST 111TH STREET, MORTG. ILLINOIS 60422 and NORTH BANK AND TRUST TRUSTEE UNDER TRUST (The Mortgagor) of 119TH AND HARLEN AVENUES, SALEM, MISSOURI, ILLINOIS

RECITALS

WHEREAS,
A. The Mortgagee is the holder of a certain note dated on FEBRUARY 2, 1982 and executed and delivered to the Mortgagee by the Mortgagor on or about FEBRUARY 2, 1982 in the amount of ONE HUNDRED THIRTY THOUSAND AND NO/100 (\$130,000.00) DOLLARS (the Note); and

WHEREAS,
B. The Note is secured by a certain real Estate Mortgage dated FEBRUARY 2, 1982 and recorded FEBRUARY 15, 1982, as Document Number 82-070410 in COOK County, State of Illinois, (The Mortgage), and by an Assignment of Rents-Leases dated N/A in COOK County, State of Illinois, on real property (the Mortgaged Premises) commonly known as 6000 Southwest Highway, Oak Lawn, Illinois and legally described as follows (or as attached as Exhibit "A"):

Lot 26 in Block 1 in Associated Realty Company's Southwest Highlands, a Subdivision in the East 1/2 of the East 1/2 of the East 1/2 of the Northwest 1/4 of Section 8, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.
9610 Southwest Highway
Oak Lawn, Illinois

PIN 24-08-107-076-0030

C. The Mortgagor and Mortgagee wish to modify certain terms of either the Note or the Mortgage, or both, without the necessity of rewriting the Note and/or the Mortgage and without affecting the obligations of the Mortgagor under the Note and Mortgage (except as set forth in this Modification Agreement).

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable considerations, the Mortgagor and Mortgagee agree as follows:

BOX 333-CTI

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1. The Mortgage and Mortgages acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of FOURTY SIX THOUSAND EIGHT HUNDRED SEVENTY EIGHT AND 69/100 (\$46,878.69) DOLLARS, with interest thereon from March 1, 1976.

2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof that those provisions of the Note or the Mortgage, or both, that pertain to the underlined language below shall be, and the same are, hereby modified and amended by the language set forth after the appropriate underlined portion which is acknowledged by the "X" and the Mortgagor's initials.

MODIFICATION OF TERMS OF THE NOTE:

- XX Interest Rate. The interest rate of NINE AND 20/100 (9.20%) per annum is adjusted to a rate of EIGHT AND ONE-QUARTER (8.25%) per annum on the remaining principal balance.
- Default Rate. The default rate after default or acceleration shall be equal to _____ (%) per annum.
- XI Monthly Installment. The monthly installment payment shall be ONE THOUSAND FOUR HUNDRED SEVENTY FOUR AND 47/100 (\$1,474.47) DOLLARS, per month effective MARCH 1, 1976, which includes payments of principal and interest.
- XI Maturity Date. The entire indebtedness including principal, accrued interest and all other charges evidenced by the Note, shall be due and payable on the 1st day of FEBRUARY, 1982. (Maturity Date).
- Date of Payment. The due date for the monthly payment is changed from _____, 19____, to _____, 19____, and on that same day each month thereafter.
- Prepayment Penalty. Prepayment of the Note may be made. However, if prepayment of the entire balance is made within three (3) years from the date of this Modification Agreement the mortgagor may, if allowed by law, charge as a prepayment penalty an amount equal to One (1.0%) Percent of the amount of the prepayment made.
- Late Payment Charge. A late payment charge (if allowed) may be made in the amount of _____ (%) Percent of the amount of any payment received by Mortgage Fifteen (15) days after the due date either set forth in the Note or as modified herein.

MODIFICATION OF MORTGAGE TERMS:

- Amount Secured. The principal amount secured by the Mortgage is (increased) (reduced) to the amount of _____ (_____) DOLLARS, plus interest as set forth in the Note or as modified by this Agreement.

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MODIFICATION OTHER

0 The Note or Mortgage, or both are additionally modified as follows or as modified herein:

The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every other term and provision thereof, and nothing herein contained shall in any way affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained in this Modification Agreement shall impair the enforcement of the Note or the Mortgage or the security now held for the indebtedness thereunder, nor alter, or waive, annul, vary or affect any other provision, term, conditions, covenants, duties, obligations or remedies available under the Note and Mortgage herein, except as herein modified. It is the intention of the parties that the terms and provisions of all the original loan documents, including the Note and Mortgage, shall continue in full force and effect, together with those sections as modified by this Agreement.

4. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. This Agreement shall be binding upon the heirs, successors, and assigns with respect to the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

For the purpose of this Agreement it is executed and effective as of the date of this Agreement set forth above.

WITNESSES:

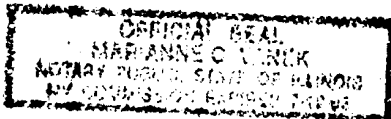
NORTH BANK AND TRUST TOL #4388 AND NOT
PERSONAL & BUSINESS

BY: *[Signature]*
ASSISTANT TRUST OFFICER

CITY OF ILLINOIS
COUNTY OF COOK

SS:

On this 16th day of FEBRUARY, 1995, this Agreement was acknowledged before me by JEROME L. BRENDERGAST, ASSISTANT TRUST OFFICER



[Signature]
Notary Public
COOK County, ILLINOIS

My Commission expires _____

WITNESSES:

MORTGAGEE:
NORTH BANK AND TRUST
[Signature]
VICKI J. RADUCHA, LOAN OFFICER

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

On this _____ day of _____, 19____, before me a Notary Public in and for said County, personally appeared VICTOR E. RADUCHA the LEGAL OFFICER of FORTS BANE AND TROST and acknowledged the foregoing instrument on behalf of said bank.

Marybeth Harman
Notary Public
Cook County, Illinois

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES MAR 13, 1999

THIS INSTRUMENT PREPARED BY:

MARY VALE CLARK
8225 WEST 114TH ST
NOBLE, ILLINOIS 60422

PIN 24-09-107-936-0002

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10/10/07

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